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No. 43। NEW DELHI, OCTOBER 17—OCTOBER 23, 2010, SATURDAY/ASVINA 25—KARTIKA 1, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 5 अक्टूबर, 2010

का.आ. 2599.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (2) के साथ पठित धारा 4 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एटद्वारा, औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड के अपीलीय प्राधिकरण (एएआईएफआर) में सदस्य के पद पर श्री बादल कुमार दास का कार्यकाल दिनांक 18-01-2011 से 24-10-2012 तक अर्थात् उनकी आयु 65 वर्ष हो जाने तक या एएआईएफआर को बंद किए जाने तक या अगले आदेश होने तक, इनमें से जो भी पहले हो, बढ़ाने का अनुमोदन करती है।

[फा. सं. 4/4/2010-आईएफ-II]

रमण कुमार गौड़, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 5th October 2010

S.O. 2599—In exercise of the powers conferred by sub-section (2) of Section 4 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby approves the extension of the tenure of Shri Badal Kumar Das as Member in Appellate Authority for Industrial & Financial Reconstruction (AAIFR) from 18-01-2011 to 24-10-2012 i.e. upto the age of attaining 65 years or till the abolition of AAIFR or until further orders, whichever event occurs the earliest.

[F. No. 4/4/2010-IF-II]

RAMAN KUMAR GAUR, Under Secy.

(आई एफ-1 अनुभाग)

नई दिल्ली, 12 अक्टूबर, 2010

का.आ. 2600—भारतीय नियोत-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खण्ड (2) के उपखण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री मनबीर सिंह, सचिव (ईआर), विदेश मंत्रालय को, अगले आदेश होने तक, सुशी पार्वती सेन व्यास, विदेश मंत्रालय के स्थान पर भारतीय नियोत-आयात बैंक (एकिजम बैंक) के निदेशक मण्डल में निदेशक नामित करती है।

[फा. सं. 24/27/2002-आईएफ-1 (खंड-III)]

अमरीक सिंह, अवर सचिव

(IF-I Section)

New Delhi, the 12th October, 2010

S.O. 2600—In exercise of the powers conferred by sub-clause (i) of clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri Manbir Singh, Secretary (ER), Ministry of External Affairs, as Director on the Board of Directors of Export Import Bank of India (Exim Bank) vice Ms. Parbati Sen Vyas, Ministry of External Affairs until further orders.

[F. No. 24/27/2002-IF-1 (Part-III)]

AMRIK SINGH, Under Secy.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2601—सर्वसाधारण को जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-2011 के आगे से संगठन महाराष्ट्र राज्य द्रक्ष बौद्धिक संघ, पुणे को निम्नलिखित शर्तों के अधीन आशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षिरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रम्भृत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पासा जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खण्ड (ii) के प्रावधानों के अनुरूप नहीं होंगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 75/2010/फा. सं. 203/152/2009-आ.क्र.नि.-II]

अजय गांधी, निदेशक (आ.क्र.नि.-II)

(Department of Revenue)
(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 11th October, 2010

S.O. 2601—It is hereby notified for general information that the organization M/s Maharashtra Rajya Draksha Bagaitdar Sangh, Pune has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2010-2011 onwards in the category of 'Other Institute', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
 - (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
 - (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
 - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization :—
- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
 - (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
 - (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
 - (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
 - (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 75/2010/F. No. 203/152/2009-ITA-II]

AJAY GOYAL, Director (ITA-II)

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2602—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केंद्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2010-2011 के आगे से संगठन सिसोदिया एजुकेशनल, मेडिकल एवं चेरिटेबल सोसायटी, कॉल्साकडागू केरल को उल्लिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
 - (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
 - (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतात आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
 - (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।
2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—
- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
 - (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 76/2010/फा. सं. 203/09/2010-आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

New Delhi, the 11th October, 2010

S.O. 2602—It is hereby notified for general information that the organization Sisodia Educational, Medical & Charitable Society, Kollakadavu, Kerala has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2010-2011 onwards in the category of 'Other Institute', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
 - (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
 - (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
 - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization :—
- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
 - (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
 - (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
 - (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
 - (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 76/2010/F. No. 203/09/2010-ITA-II]

AJAY GOYAL, Director (ITA-II)

औद्योगिक और वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण

नई दिल्ली, 8 अगस्त, 2010

का.आ. 2603—केन्द्रीय सरकार श्री सी. जे. वर्गेस, श्रम एवं रोजगार मंत्रालय में स्थायी रूप से कार्यरत सहायक को इस प्राधिकरण में संशोधित वेतनमान पी बी-2 रु. 9300-34800 + 4800 दिनांक 30 जुलाई 2010 (पूर्वाह्न) से तीन वर्ष की अवधि या अगले आदेश तक या इस कार्यालय के बंद होने तक, जो भी पूर्वाधित पहले हो, प्रतिनियुक्ति के आधार पर के पद पर नियुक्त करते हैं।

[फा. सं. 1/5/2010-प्रशा.]

दया नन्द, अवर सचिव

Appellate Authority for Industrial and Financial Reconstruction

New Delhi, the 8th August, 2010

S.O. 2603—Central Government is please to appoint Shri C. John Varghese, Assistant of Ministry of Labour & Employment/Shram Aur Rozgar Mantralaya as Section Officer in this Authority on Deputation basis w.e.f. 30-7-2010 (FN) in the revised Pay Band PB-2 Rs. 9300-34800 +4800 (GP) initially for a period of three years or till further orders or abolition of AAIFR whichever is earliest.

[F. No. 1/5/2010- Admn.]

DAYA NAND, Under Secy.

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2604—इस प्राधिकरण की दिनांक 18 अगस्त 2009 की समसंख्यक अधिसूचना के क्रम में कृषि मंत्रालय में स्थायी निजी सचिव श्री एस चन्द्रशेखर, की पूर्व संशोधित वेतन मान रु. 10000-325-15,200 प्रतिमाह संशोधित वेतन मान रु. 15600-39100 + 6600 (ग्रेड पे) के वेतनमान में प्रमुख निजी सचिव के रूप में की गई प्रतिनियुक्ति की अवधि पूर्व निबन्धनों और शर्तों सहित दिनांक 10-08-2010 पूर्वाहन से अगले छः महीनों दिनांक 09-02-2011 तक या अगले आदेश तक या इस प्राधिकरण की समाप्ति तक, जो भी पूर्व घटित हो, बढ़ा दी मई है।

[मिसिल सं.-1/3/2009-प्रशा.]

दया नन्द, अवर सचिव

New Delhi, the 31st August, 2010

S.O. 2604—In continuation of this Authority's Notification of even number dated 18-8-2009, the tenure of deputation of Shri S. Chandrasekharan, a permanent Private Secretary of the Ministry of Agriculture, Department of Animal Husbandry, Dairying and Fisheries as Principal Private Secretary (PPS) in this Authority on deputation basis in the Pre-revised scale of Rs. 10,000-325-15,200 (Revised Pay Band PB-3 Rs. 15600-39100 + 6600 as Grade Pay) is extended for a period of six months w.e.f. 10-8-2009 (F/N) to 09-02-2011 or till abolition of this Authority or until further order, whichever is earlier, on the same terms and conditions.

[No. 1/3/2009- Admin.]

DAYA NAND, Under Secy.

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2605—इस कार्यालय के समसंख्यक अधिसूचना दिनांक 20 अगस्त 2009 के क्रम में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय में स्थायी निजी सचिव श्री एम पी बालाकृष्णन का औद्योगिक और वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण में पूर्व संशोधित वेतनमान रु. 10000-325-15,200 संशोधित वेतन बैंड पीबी. 3 रु. 15600-39100 + 6600 ग्रेड पे में प्रमुख निजी सचिव के रूप में की गई प्रतिनियुक्ति की अवधि पूर्व निबन्धनों और शर्तों सहित दिनांक 21-08-2010 पूर्वाहन से छः महीने दिनांक 20-02-2011 तक या अगले आदेश तक या इस प्राधिकरण की समाप्ति तक, जो भी पूर्व घटित हो, बढ़ा दी गई है।

[मिसिल सं-1/3/2007-प्रशा.]

दया नन्द, अवर सचिव

New Delhi, the 29th September, 2010

S.O. 2605—In continuation of this Authority's Notification of even number dated 20-8-2009, the tenure of deputation period of Shri MP Balakrishnan, a permanent P S of Ministry of Agriculture, Department of Agriculture & Cooperation, as Principal Private Secretary in the Pre-revised pay scale of Rs. 10,000-325-15,200 Revised Pay Band PB-3 Rs. 15600-39100 + 6600 (Grade Pay) in this Authority, is extended for further period of six months from 21-08-2010 to 20-02-2011 or till abolition of this Authority or until further orders, whichever is earlier, on the same terms and conditions.

[F. No. 1/3/2007- Admin.]

DAYA NAND, Under Secy.

विदेश मंत्रालय

(सीपीबी प्रभाग)

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2606—राजनयिक और कॉसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री सुशोवन गोस्वामी, सहायक, श्री थोमस मैथью, सहायक और श्रीमति कमल दीप खन्ना, अपर श्रेणी लिपिक को 11-10-2010 से भारत के कॉसलावास, दुबई में सहायक कॉसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं.टी 4330/1/2006]

आर.के. पेरिनडिया, अवर सचिव (कॉसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 11th October, 2010

S.O. 2606—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Sushovan Goswami, Assistant, Shri Thomas

Mathew, Assistant and Smt. Kamal Deep Khanna, UDC in the Consulate General of India, Dubai to perform their duties of Assistant Consular Officers with effect from 11th October, 2010

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 9 सितम्बर, 2010

का.आ. 2607—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत-चिकित्सा परिषद् के परामर्श से उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, नामतः

2. चौधरी चरणसिंह विश्वविद्यालय, मेरठ द्वारा प्रदान की जाने वाली दंत-चिकित्सा डिग्रियों की मान्यता प्रदान करने के संबंध में दंत-चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में आईटीएस दंत चिकित्सा अध्ययन तथा अनुसंधान केंद्र, मुरादनगर, गाजियाबाद के संदर्भ में क्रम संख्या 56 के सामने कॉलम-2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियां अंतर्विष्ट की जाएंगी :—

“(II) दंत-शस्य चिकित्सा में स्नातकोन्तर

- ओरल तथा मेक्सिलोफेसियल पैथोलॉजी
(यदि दिनांक 23-4-2010 को अथवा उसके पश्चात् प्रदान की जाती है)।
- पीडोडोंटिक्स (यदि दिनांक 20-4-2010 को अथवा उसके पश्चात् प्रदान की जाती है)।

एम डी एस (ओरल एंड मेक्सिलोफेसियल पैथोलॉजी), चौधरी चरण सिंह विश्वविद्यालय, मेरठ।
एम डी एस (पीडोडोंटिक्स),
चौधरी चरण सिंह, विश्वविद्यालय, मेरठ।”

[सं. वी.-12017/71/2005-डी ई (खण्ड-1)]

अनीता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 9th September, 2010

S.O. 2607—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No.56, in respect of I.T.S. Centre for Dental Studies & Research, Murad Nagar, Ghaziabad, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Ch. Charan Singh University, Meerut, the following entries shall be inserted thereunder :—

“(ii) Master of Dental Surgery

- | | |
|---|--|
| —Oral & Maxillofacial Pathology
(if granted on or after 23-4-2010) | MDS (Oral & Maxillofacial Pathology),
Ch. Charan Singh University, Meerut |
| —Pedodontics
(if granted on or after 20-4-2010) | MDS (Pedodontics), Ch. Charan Singh University,
Meerut.” |

[No.V-12017/1/2005-DE(Vol. I)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 9 सितम्बर, 2010

का.आ. 2608—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत-चिकित्सा परिषद् के परामर्श से उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, नामतः

2. डा. एन टी आर विश्वविद्यालय स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जाने वाली दंत-चिकित्सा डिग्रियों की मान्यता प्रदान करने के संबंध में दंत-चिकित्सा अधिनियम, 1948 की अनुसूची के भाग-1 में क्रम संख्या 50 के सामने दिए गए कॉलम 2 और 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियां अंतर्विष्ट की जाएंगी :—

"(V) सिबार दंत चिकित्सा विज्ञान संस्थान, गुंटूर"**(i) दंत शल्यचिकित्सा में स्नातकोत्तर****(i) पीरियोडोन्टिक्स**

(यदि दिनांक 29-4-2010) को अथवा उसके पश्चात् प्रदान की जाती है।

(ii) सामुदायिक दंत चिकित्सा

(यदि दिनांक 29-4-2010) को अथवा उसके पश्चात् प्रदान की जाती है।

(iii) पीडोडोन्टिक्स

(यदि दिनांक 29-4-2010) को अथवा उसके पश्चात् प्रदान की जाती है।

(iv) ओरल तथा मेक्सिलोफेसियल पैथोलॉजी

(यदि दिनांक 29-4-2010) को अथवा उसके पश्चात् प्रदान की जाती है।

एम डी एस (पीरियोडोन्टिक्स), डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश।

एम डी एस (सामुदायिक दंत चिकित्सा), डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश।

एम डी एस (पीडोडोन्टिक्स), डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश।

एम डी एस (ओरल एंड मेक्सिलोफेसियल पैथोलॉजी), डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश।

[सं. वी-12017/17/2006-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 9th September, 2010

S.O. 2608.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 50, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. N T R University of Health Sciences, Vijaywada, Andhra Pradesh, the following entries shall be inserted thereunder :—

"(V) Sibar Institute of Dental Sciences, Guntur**(i) Master of Dental Surgery****(i) Periodontics**

(if granted on or after 29-4-2010)

MDS (Periodontics), Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh

(ii) Community Dentistry

(if granted on or after 29-4-2010)

MDS (Community Dentistry), Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh

(iii) Pedodontics

(if granted on or after 29-4-2010)

MDS (Pedodontics), Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh

(iv) Oral & Maxillofacial Pathology

(if granted on or after 29-4-2010)

MDS (Oral & Maxillofacial Pathology), Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh

[No.V-12017/17/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 4 अक्टूबर, 2010

का.आ. 2609.—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत-चिकित्सा परिषद् के परामर्श से अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, नामतः

2. मनीषाल विश्वविद्यालय द्वारा प्रदान की जाने वाली दंत चिकित्सा डिग्रियों की मान्यता प्रदान करने के संबंध में दंत चिकित्सा अधिनियम, 1948 की अनुसूची के भाग 1 में क्रम संख्या 90 के सामने दिए गए कॉलम 2 और 3 की मौजूदा प्रविष्टियों में इसके पश्चात् दंत चिकित्सा विज्ञान महाविद्यालय मंगलौर के संबंध में निम्नलिखित प्रविष्टियां अंतर्विष्ट की जाएंगी :—

“दंत-चिकित्सा विज्ञान महाविद्यालय, मंगलौर

दंत शास्त्र चिकित्सा में स्नातकोत्तर

- | | |
|---|--|
| (i) प्रोस्थोडोटिक्स | एम डी एस (प्रोस्थोडोटिक्स),
मनीपाल विश्वविद्यालय, |
| (यदि दिनांक 29-4-2010) को अथवा उसके पश्चात प्रदान की जाती है। | |
| (ii) पीरियोडोटिक्स | एम डी एस (पीरियोडोटिक्स),
मनीपाल विश्वविद्यालय, |
| (यदि दिनांक 29-4-2010) को अथवा उसके पश्चात प्रदान की जाती है। | |

[संख्या वी-12017/45/2006-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 4th October, 2010

S.O. 2609.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 90, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Manipal University, the following entries shall be inserted thereunder :—

“College of Dental Sciences, Mangalore

Master of Dental Surgery

- | | |
|--|---|
| (i) Prosthodontics
(if granted on or after 14-4-2010) | MDS (Prosthodontics), Manipal University, |
| (ii) Periodontics
(if granted on or after 13-4-2010) | MDS (Periodontics), Manipal University, |

[No.V-12017/45/2006-DE]

ANITA TRIPATHI, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 12 अक्टूबर, 2010

का.आ. 2610.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में वाणिज्य विभाग के प्रशासनिक नियंत्रणाधीन भारतीय नियात निरीक्षण परिषद्, नई दिल्ली के अधीन नियात निरीक्षण अभिकरण, कोच्ची के निम्नलिखित उप-कार्यालय को एतद्वारा अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारी बंदूद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है :—

नियात निरीक्षण अभिकरण, कोच्ची उप कार्यालय, बंगलौर,
खेनी बिल्डिंग नं. 3, फर्स्ट क्रॉस, गांधीनगर, बंगलौर-560009

[सं. ई-11013/1/2008-हिन्दी]

श्रीमती देवकी, निदेशक (राजभाषा)

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 12th October, 2010

S.O. 2610.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the union) Rules, 1976, the Central Govt. hereby notifies the following sub office of Export Inspection Agency, Kochi under Export Inspection Council of India, New Delhi, which is under administrative control of Department of Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi :—

Export Inspection Agency-Kochi Sub Office—Bangalore
Kheni Building No.3, First Cross, Gandhinagar, Bangalore-560009

[No. E-11013/1/2008-Hindi]

SMT. DEVKI, Director(O. L.)

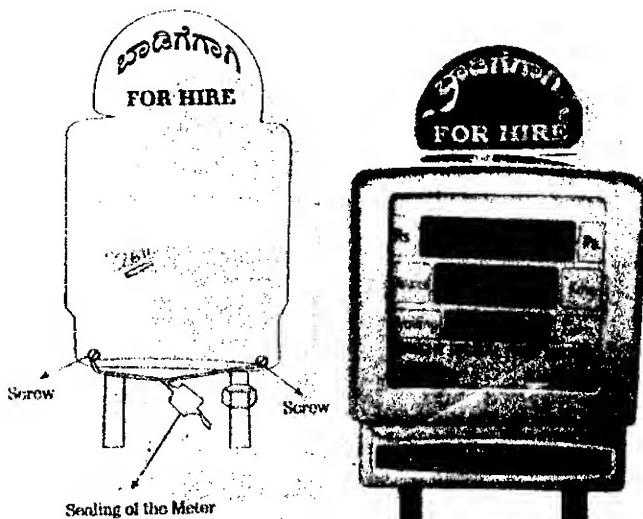
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2611.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60), तथा खद्य और माप-मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप है और इस बात की संश्यव्यवस्था है कि लगातार प्रयोग की अवधि भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स बैंगलोर आटोमोबाइल, नं. 238, मंजूनाथ निलया, ५वां क्रास, छठा फेज, महागणपतिनगर, राजार्जी नगर, बैंगलोर-५६००१०, विनिर्मित अंकक सूचन '8129' सहित टैक्सीमीटर के मॉडल का, जिसके ब्रांड का नाम "ब्राइड" है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/313 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान

सील और स्टाम्प के सत्यापन के लिए मीटर की रियर बॉटम साइड में दिए दो स्क्रू के छेदों में सी लीड वायर निकाला गया है। सील से छेड़छाड़ किए बिना मीटर को खोला नहीं जा सकता।

उक्त मॉडल "टैक्सी मीटर" अंकक सूचन सहित, दूरी और समय मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के आत्रियों द्वारा देय भाड़ा, तथा की गई दूरी और निर्भासित स्पीड से कम पर व्यतीत किए गए समय का फलन है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। मॉडल का 'के' फेक्टर 1750/कि.मी. है।

[फा. सं. डब्ल्यू एम-21(181)/2009]

बी. एन. दीक्षित, निरेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 11th October, 2010

S.O. 2611 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issued and publishes the certificate of approval of the model of a Tazi Meter with digital indication of '8129' with brand name 'BRIGHT' (hereinreferred to as the said model), manufactured by M/s.Bangalore Automobiles, No. 238, Manjunatha Nilya, 5th Cross, 6th Phase; Mahaganpathinagar, Rajai Nagar, Bangalore-560 0105 and which is assigned the approval mark IND/09/09/313.

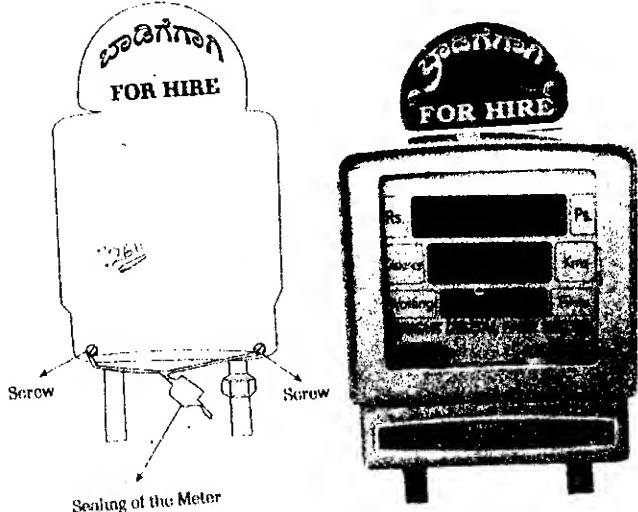


Figure-2—Sealing arrangements

On the rear bottom side of the meter, two screw with holes are through which the leaded wire will be passed to receive the verification seal and stamp. The meter can not be opened without tempering the seal.

The said model is a 'Taxi Meter' with digital indication incorporated with a distance and time measuring device. It totalizes continuously and indicates at any moment of the journey, the charges payable by the passenger. The "fare to pay" is a function of the distance traveled above a certain speed and the length of the time occupied below that speed. The reading of the meter is indicated by the Light Emitting Display. The "k" factor of the model is 1750/km.

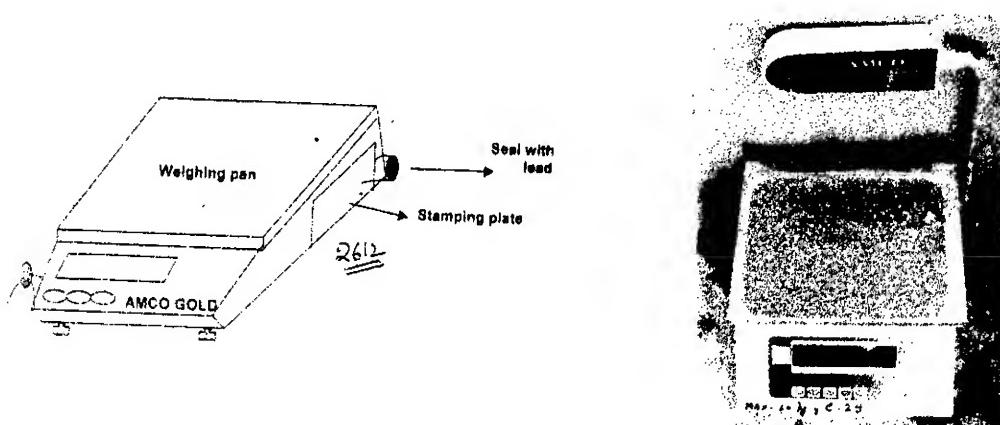
[F. No. WM-21(181)/2009]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्तूबर, 2010

का.आ. 2612.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अशिका इंटरप्राइज, बी. बी. गंग (आनंद पुरी), नियर नार्थ बिहार स्कूल, जिला मुजफ्फरपुर (बिहार) द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एजीजे” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “एमको गोल्ड” है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/508 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीरिंग प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए बेइंग इंडीकेटर को खोल जाने से रोकने के लिए सीरिंग की जाती है। स्टार्मिंग के लिए लीड सील के साथ स्केल की बाढ़ी में से सीरिंग वायर निकाल कर स्टार्मिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

New Delhi, the 11th October, 2010

S.O. 2612.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "AGJ" and with brand name "AMCO GOLD" (hereinafter referred to as the said model), manufactured by M/s. Anshika Enterprises, B.B. Ganj (Anand Puri), Nr. North Bihar School, Distt., Muzaffarpur (Bihar) which is assigned the approval mark IND/09/09/508.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30 kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

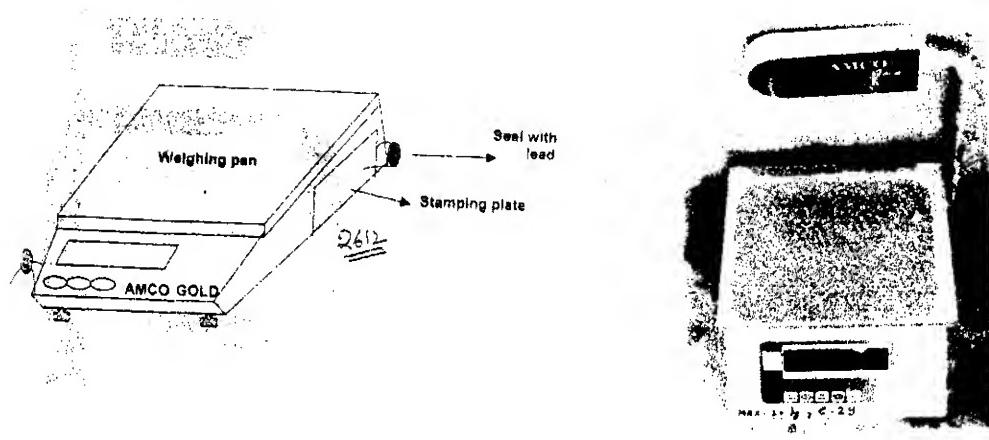


Figure-2 Schematic diagram of Sealing provision of the model

Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity up to 50kg. and with verification scale interval (n) in the range of 100 to 50,000 for ' e ' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for ' e ' value of 100mg. or more and with ' e ' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(293)/2009]

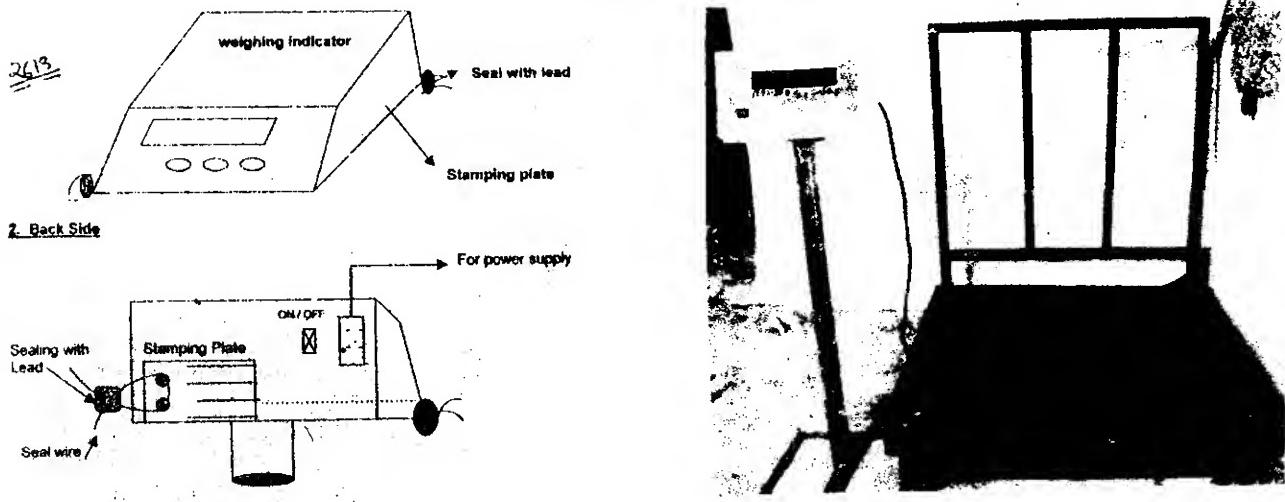
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2613.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, पैसर्स अंशिका इंटरप्राइज, बी बी गंज (आनंद पुरी), नियर नार्थ बिहार स्कूल, जिला मुजफ्फरपुर (बिहार) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एजीपी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "एमको गोल्ड" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/509 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई)50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायाग्राम

कपटपूर्ण व्यवहारों के लिए ब्रेंड इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। स्टार्मिंग के लिए लीड सील के साथ स्केल की बाड़ी में से सीलिंग बायर निकाल कर स्टार्मिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्बोपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^8 , 2×10^8 , 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम-21(293)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2010

S.O. 2613.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Plateform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "AGP" and with brand name "AMCO GOLD" (hereinafter referred to as the said model), manufactured by M/s. Anshika Enterprises, B.B. Ganj (Anand Puri), Nr. North Bihar Scool, Dist., Muzaffarpur (Bihar) which is assigned the approval mark IND/09/09/509.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Plateform type) with a maximum capacity of 500 kg and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

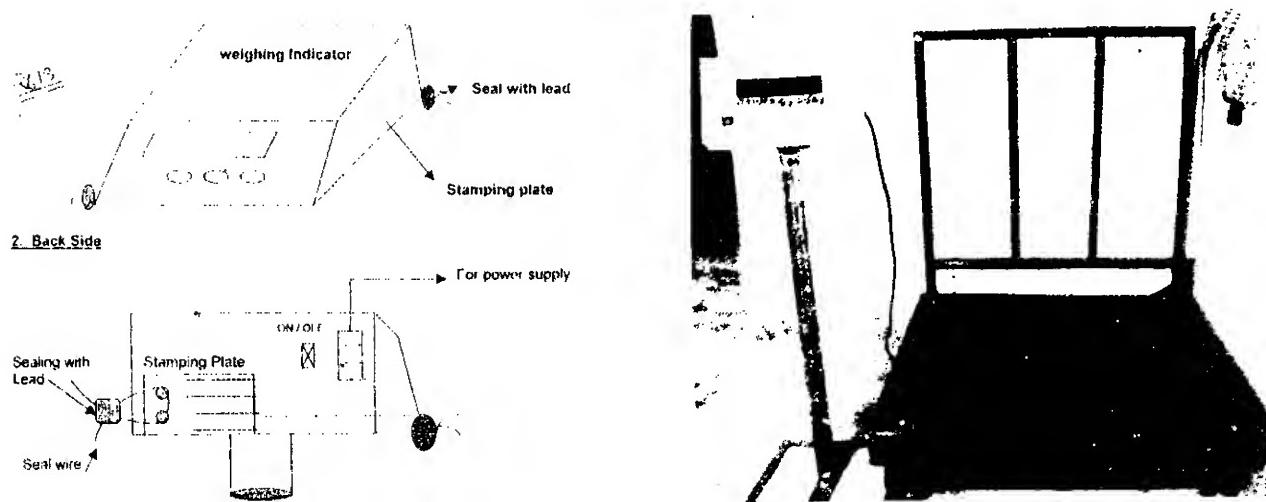


Figure-2—Schematic diagram of sealing provision of the model.

Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. Stamping plate is connected through sealing wire passing from the body of the indicator with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(293)/2009]

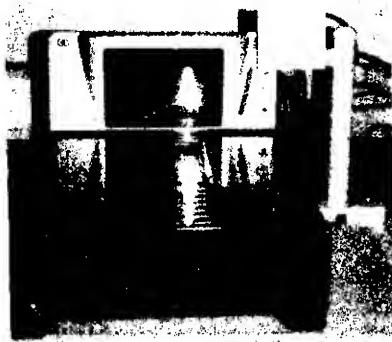
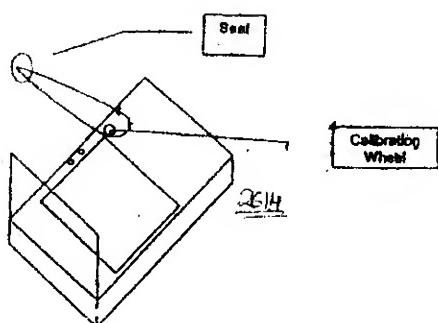
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2614.—केन्द्रीय सरकार का, विहित प्राधिकारी एनडब्ल्यूएमएल., मिडलसैक्स, यूनाइटेड किंगडम द्वारा जारी माडल अनुमोदन प्रमाण पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, मैसर्स एनसीआर कोरपोरेशन, 2651, सटेलाइट बीवड, दुरुथ जोर्जिया 30096, यूएसए द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) के "रीएलसकान 78.78-2000" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एनसीआर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स एनसीआर कोरपोरेशन इंडिया प्रा.लि. फेयरमॉट लेवल 5, हाई स्ट्रीट, होरानन्दानी बिजनेस पार्क पोवड मुंबई-400093 महाराष्ट्र द्वारा भारत में विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/535 समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 15 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिकिंड क्रिस्टलयोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

सीलिंग के लिए दो पिन होल्स दिए गए हैं, एक स्टील कवर पर जो केलिब्रेशन व्हील को कवर करता है और दूसरा फिक्सड प्लेट पर। इन दोनों छेदों में से वायर निकाला जाता है और सील लगाई जाती है ताकि व्हील कवर को खोला ना जा सके। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो। पि. ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(248)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2010

S.O. 2614.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is alongwith the Model approval certificate issued by the NWML., Middlesex, United Kingdom is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop type) with digital indication of Medium Accuracy (Accuracy class-III) and series "REALSCAN 7878-2000" with brand name "NCR" (hereinafter referred to as the said model), manufactured by M/s. NCR Corporations, 2651, Satellite Blvd, Duluth, Georgia, 30096, USA. and marketed in India by M/s. NCR Corporations India Pvt. Ltd. Fairmont Level 5, High Street, Hiranandani Business Park Powai Mumbai-400093 Maharashtra which is assigned the approval mark IND/09/09/535.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 15kg and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The liquid crystal diode (LCD) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2—Schematic diagram of Sealing provision of the model.

For sealing there are two pin holes one is at the steel cover, covering calibration wheel and the other is on the fixed plate. A wire is passed through both of these holes and a seal is applied to it, so that the steel cover can not be opened. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 1 mg to 50 mg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

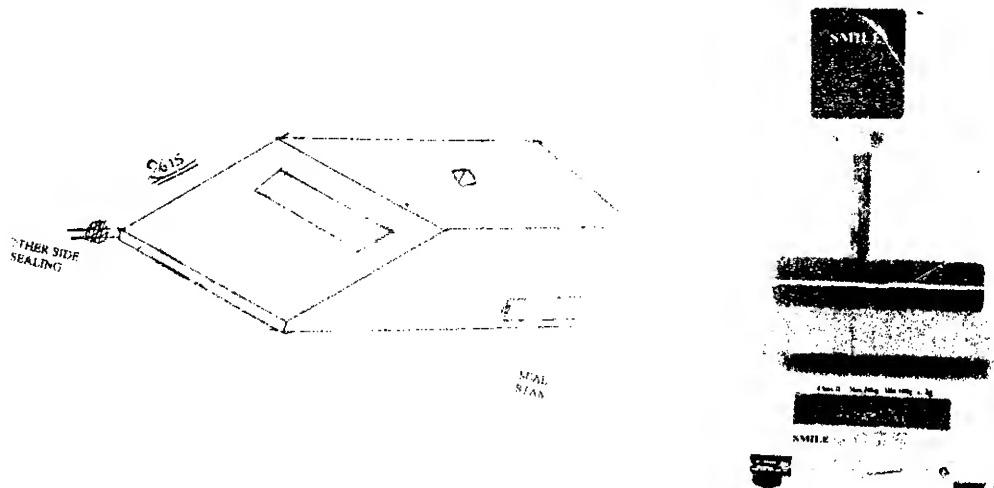
[F. No. WM-21(248)/2009]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2615.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स स्माइल यूनिवर्सल, 1843 फेज 5, सेक्टर -59, एस ए एस नगर, मोहाली-160059 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एसएमटी-13” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम स्माइल है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/513 समनुदेशित किया गया है, अनुमोदन प्रपाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 20 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (इ) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के इंडीकेटर को सीलिंग करने का प्रावधान

इस प्रशान का उपर्युक्त व्यवहार के लिए खोले जाने से रोकने के लिए सीलिंग की जाती है। इंडीकेटर की टॉप बाड़ी के बायाँ और दायाँ तरफ छिप किए गए हाउस में से सीलिंग वायर निकाल कर स्टार्पेंग्स्लेट को जोड़ा गया है और स्टार्पिंग के लिए लीड सील लगायी गई है। मॉडल को सीलर्ड बारे के उपबंध (ए) एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में वाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/प्लदर बोर्ड में ए/पी रिक्वियम भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा.या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक यह अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डल्लू एम-21(297)/2009]
सं. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2010

S.O. 2615.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "SMT-13" and with brand name "SMILE" (hereinafter referred to as the said model), manufactured by M/s. Smile Universal, 1843 Phase-5, Sector-59, S.A.S Nagar, Mohali-160059, which is assigned the approval mark IND/09/09/513.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 20 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

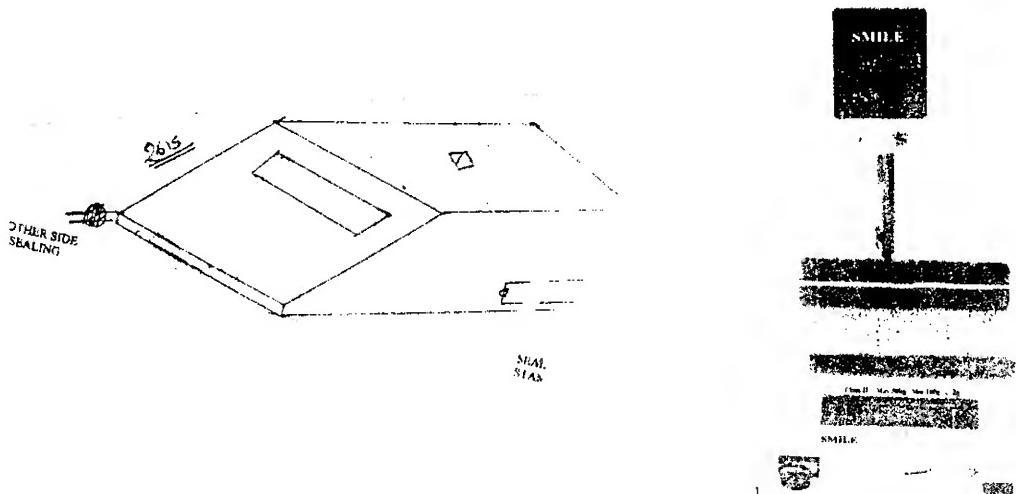


Figure-2—Schematic diagram of sealing provision of the model

Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. Stamping plate is connected through sealing wire passing from the holes drilled to top body to left side and right side of the body of the scale with the lead seal to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50 kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(297)-2009]

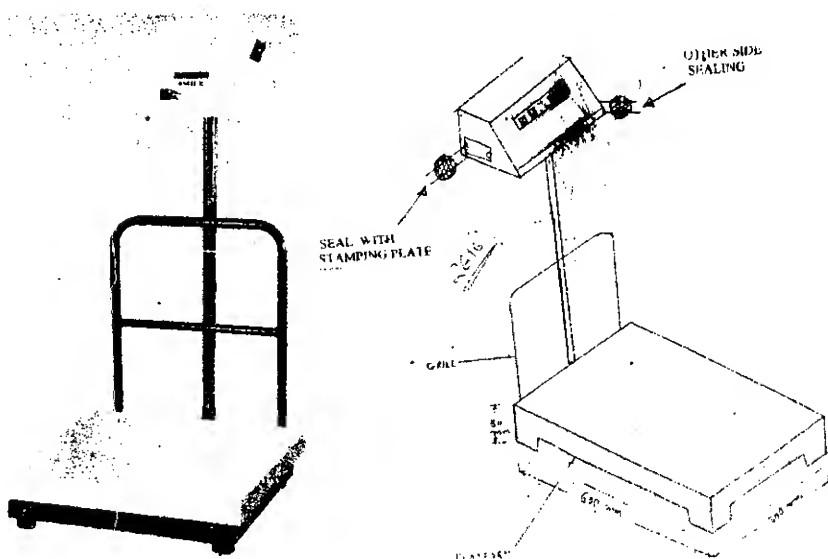
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2616.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स स्माइल यूनिवर्सल, 1843 फेज 5, सेक्टर-59, एस ए एस नगर, मोहली-160059 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एस एम पी-7” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “स्माइल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/514 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई)100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शात प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपरोक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के इंडीकेटर को सीलिंग करने का प्रावधान

वेङ्ग मशीन को कपटपूर्ण व्यवहार के लिए खोले जाने से रोकने के लिए सीलिंग की जाती है। इंडीकेटर की टॉप बाड़ी के बायीं और दायीं तरफ डिल किए गए होल्स में से सीलिंग बायर निकाल कर स्टार्पिंग प्लेट को जोड़ा गया है और स्टार्पिंग के लिए लीड सील लगायी गई है। मॉडल को सीलबंद करने के उपबंध का एक प्रस्तुपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/भदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 , 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णके : प्रमतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(297)/१००९]
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2010

S.O. 2616.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SMP-7" and with brand name "SMILE" (hereinafter referred to as the said model), manufactured by M/s. Smile Universal, 1843 Phase-5, Sector-59 S.A.S Nagar, Mohali-160059, which is assigned the approval mark IND/09/09/514.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (*e*) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

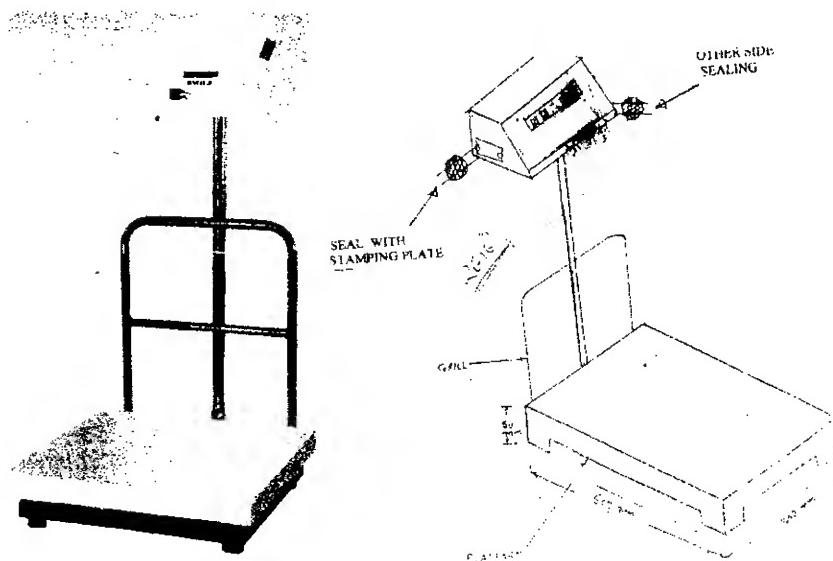


Figure-2—Schematic diagram of Sealing provision of the model.

Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. Stamping plate is connected through sealing wire passing from the holes drilled to top body to left side and right side of the body of the indicator with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

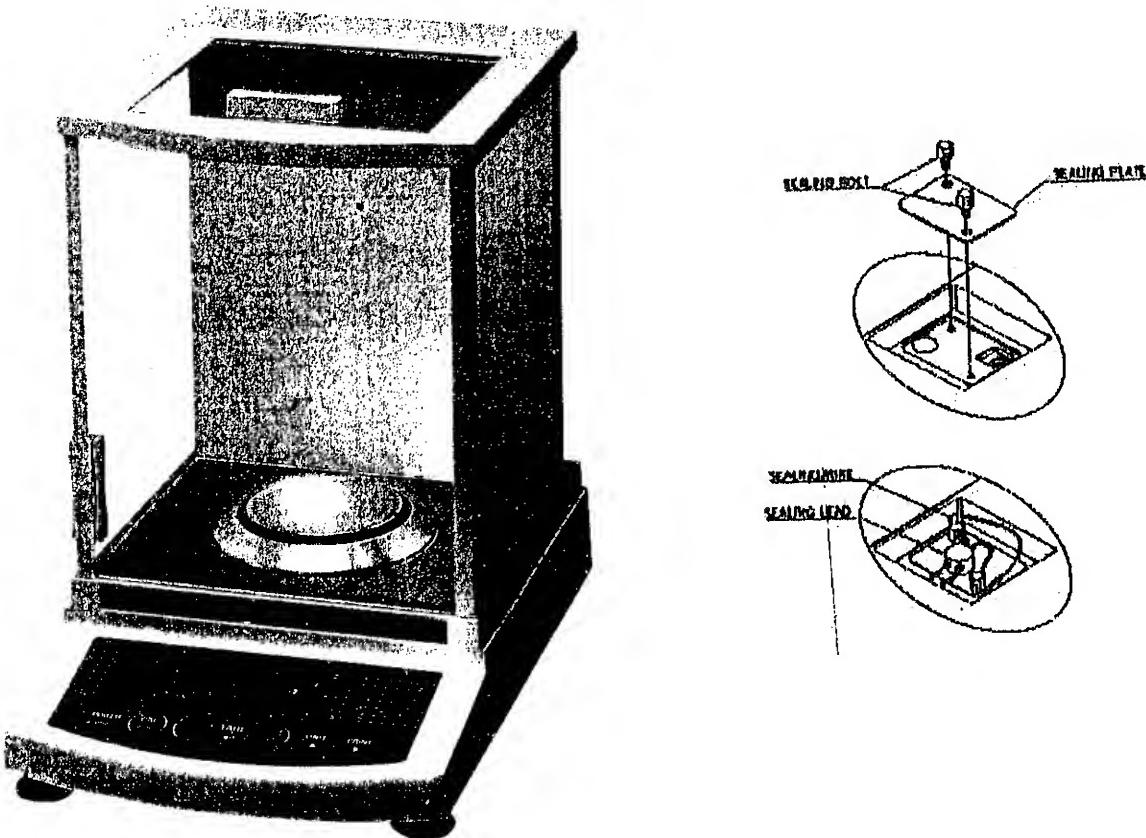
The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval(*n*) in the range of 500 to 10,000 for '*e*' value of 5g. or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , where *k* is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2617.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मीटिनस्ट्रूट (एनएमआई), नीदरलैंड द्वारा जारी माडल अनुमोदन प्रणाम पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स कास बिल्डिंग #19 कनाप-री ब्वांजुक-प्यून, यांजू-गन, क्यूंग की-दू, साउथ कोरिया द्वारा विनिर्भित विशेष यथार्थता (यथार्थता वर्ग-I) वाले "सी यू डब्ल्यू" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "कास" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स कास वेइंग इंडिया प्रा.लि. नं. 568, उद्योग विहार, फेज-5, गुडगांव-122016, हरियाणा द्वारा बिक्री से पूर्व या बाद में बिना किसी बदलाव के विपणीत किया है और जिसे अनुमोदन चिह्न आई एन डी/13/09/510 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



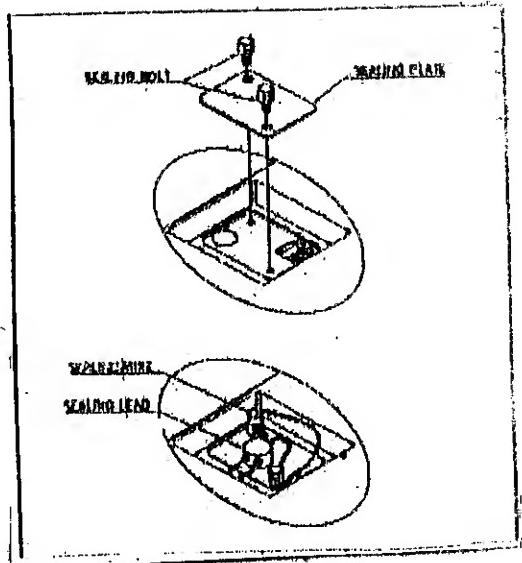
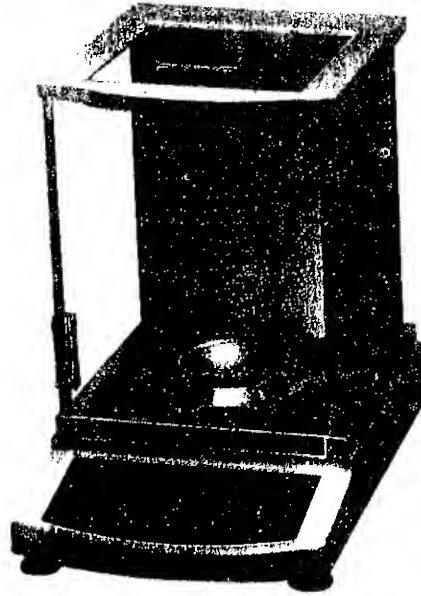
उक्त माडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है जिसकी अधिकतम शक्ति रेंज 620 ग्रा. \leq मैक्स \leq 6200 ग्रा. - सत्यापन मापमान अंतराल (ई) 0.01 ग्रा. से 0.1 ग्रा. तक और मापमान अंतराल एन \leq 62000। यह विशेष यथार्थता (यथार्थता वर्ग-I) से संबंधित है। उपकरण 230 वोल्ट और 50/60 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है या 12 वोल्ट डीसी की आंतरिक या बाह्य बैटरी से चलते हैं।

वेइंग स्केल के बॉटम में दो हैड होल स्क्रू हैं। इन हैड होल स्क्रू में से सील बायर निकाल कर सील प्लग और स्टाम्प की जाती है। कपटपूर्ण व्यवहारों से वेइंग मशीन को खोले जाने से रोकने के लिए सील की जाती है। माडल को सीलबंद करने के उपबंध का एक प्रूफपीयोजनाबद्ध डायग्राम उपर दिया गया है।

New Delhi, the 11th October, 2010

S.O. 2617.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, alongwith the Model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument (table top type) with digital indication of Special Accuracy (Accuracy class-I) of series 'CUW' with brand name 'CAS' and manufactured by M/s. CAS Bldg. # 19 Kanap-ri, Kwangjuk-Myun, Yangju-Gun, Kyung Ki-Do, South Korea and sold in India without any alteration or additions by M/s. CAS Weighing India Pvt.Ltd. 568, Udyog Vihar, Phase V, Gurgaon Haryana 122016 and which is assigned the approval mark IND/13/09/510.



The said model is a load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity in the range of $620\text{g} \leq \text{Max} \leq 6200\text{g}$, the verification scale interval (e) is 0.01g to 0.1g and the number of scale interval $n \leq 62000$. It belongs to for special accuracy (accuracy class-I). The instrument operates on $230\text{Volts}, 50/60\text{Hertz}$ alternative current power supply or with battery of 12V DC internally or externally.

The weighing scale has two head hole screws in its bottom. Through this head hole of the screws the seal wire can pass through and can be plugged and stamped. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

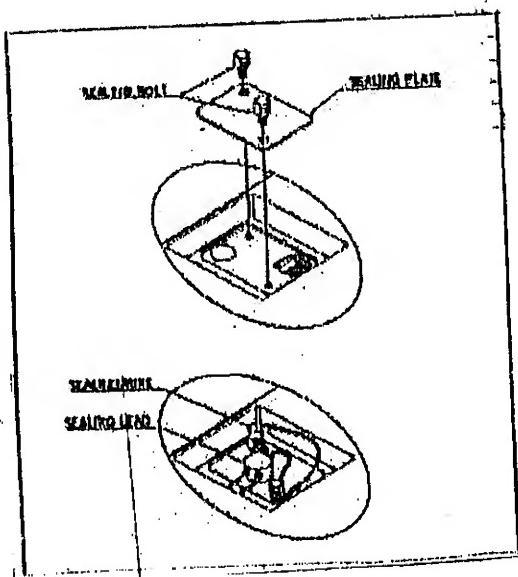
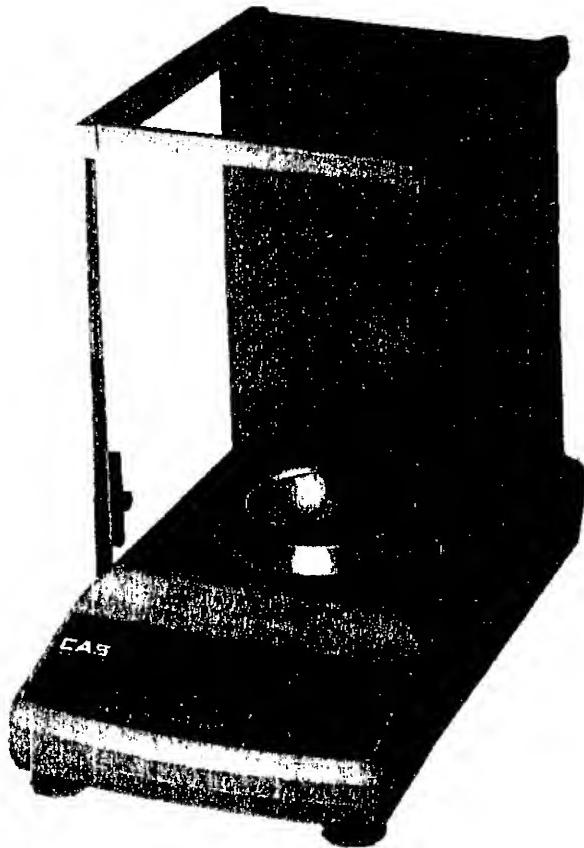
[F. No. WM-21(190)/2009]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2618.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मीटिनस्ट्रूट (एनएमआई), नीदरलैंड द्वारा जारी मॉडल अनुमोदन प्रमाण-पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेबा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स कास बिल्डिंग #19 कनाप-री, ब्रांजुक-प्लून, यांग्जू-गन, क्यूंग की-डू, माउथ कोरिया द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग-I) वाले “सीएवू” शृंखला के अंकक सूचन सहित अस्वाचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम “कास” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स कास बिल्डिंग इंडिया प्रा.लि. नं. 568, उद्योग विहार, फेज-5, गुडगांव-122016, हरियाणा द्वारा बिक्री से पूर्व या बाद में बिना किसी बदलाव के विपणीत किया है और जिसे अनुमोदन चिह्न आई एन डी/13/09/511 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वाचालित तोलन उपकरण (टेबलटॉप टाइप) है जिसकी अधिकतम क्षमता रेंज 120 ग्रा. \leq मैक्स \leq 220 ग्रा. और सत्यापन मापमान अंतराल (\bar{x}) \leq 0.001 ग्रा. और मापमान अंतराल एन \leq 220000। यह विशेष यथार्थता (यथार्थता वर्ग-I) से संबंधित है। उपकरण 230 वोल्ट और 50/60 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है या 12 वोल्ट डीसी की आंतरिक या बाह्य 6 बैटरियों से चलते हैं।

बैटरी स्केल के बॉटम में दो हैड होल स्क्रू हैं। इन हैड होल स्क्रू में से सील बायर निकाल कर सील प्लग और स्टाम्प की जाती है। कपटपूर्ण व्यवहारों से बैटरी मशीन को खोले जाने से रोकने के लिए सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

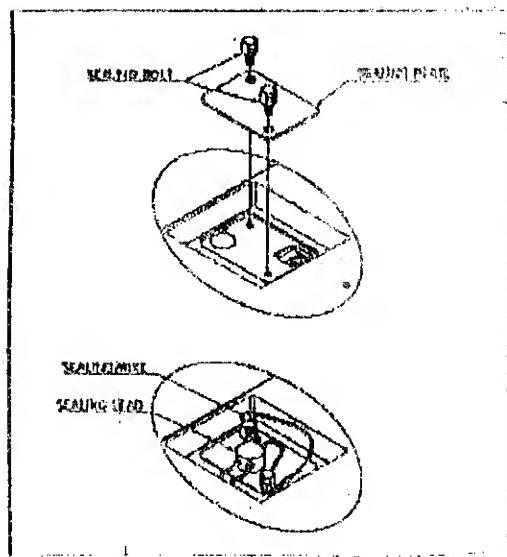
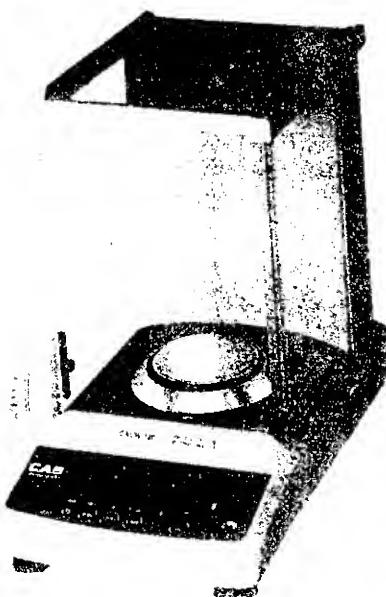
[फा. सं. डब्ल्यू एम-21(190)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2010

S.O. 2618.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, alongwith the Model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (table top type) with digital indication of Special Accuracy (Accuracy class-I) of series 'CAU' with brand name 'CAS' and manufactured by M/s. CAS Bldg. # 19 Kanap-ri, Kwangjuk-Myun, Yangju-Gun, Kyung Ki-Do, South Korea and sold in India without any alteration or additions by M/s. CAS Weighing India Pvt.Ltd. 568, Udyog Vihar, Phase V, Gurgaon Haryana 122016 and which is assigned the approval mark IND/13/09/511.



The said model is a load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity in the range of 120g Max \leq 220g, the verification scale interval (e) is $e \leq 0.001$ g and the number of scale intervals is 20000. It belongs to for special accuracy (accuracy class-I). The instrument operates on 230Volts, 50/60Hertz alternative current power supply or with battery of 12V DC internally or externally.

The weighing scale has two head hole screws in its bottom. Through this head hole of the screws the seal wire can pass through and can be plugged and stamped. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

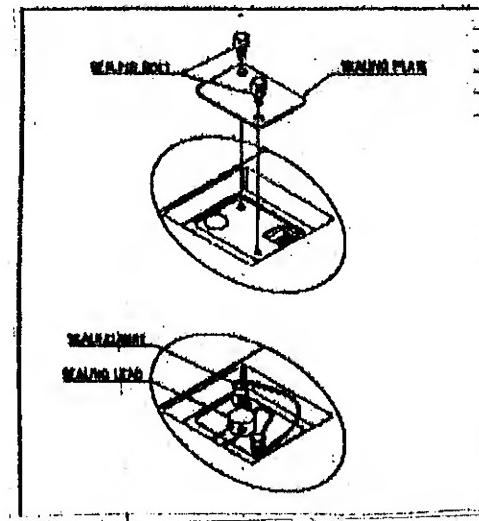
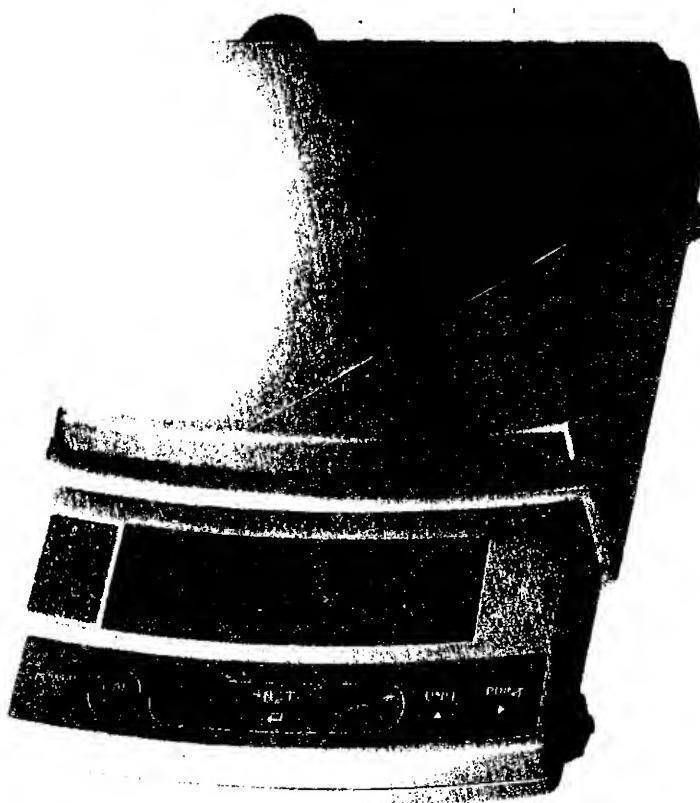
[F. No. WAT-23(194)-109]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 अक्टूबर, 2010

का.आ. 2619.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मीटिनस्टूट (एमएमआई), नीदरलैंड द्वारा जारी मॉडल अनुमोदन प्रमाण-पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह सम्मानित हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप भानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप भानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुसर है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स कास बिर्टिंग #19 कनाप-री क्वांजुक-म्यून, यांगू-गन, क्यून की-द्यु, साउथ कोरिया द्वारा विनियित विशेष यथार्थता (यथार्थता वर्ग-1) वाले "सी यू एक्स" श्रुंखला के अंकक सूचन सहित, अस्वीकारित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "कास" है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स कास बोइंग इंडिया प्रा.लि. नं. 568, उद्योग विहार, फेज-5, गुडगांव-122016, हरियाणा द्वारा बिक्री से पूर्व या बाद में बिना किसी बदलाव के विपरीत किया है और जिसे अनुमोदन चिह्न आई एन डी/13/09/512 सम्मुखीकृत किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ;



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वीकारित तोलन उपकरण (टेबलटॉप टाइप) है जिसकी अधिकता क्षमता रेंज 620 ग्रा. ले मैक्स 6200 ग्रा. और सत्यापन मापमान अंतराल (ई) ≤ 0.01 ग्रा. से 0.1 ग्रा. तक और मापमान अंतराल एन ≤ 62000 । यह विशेष यथार्थता (यथार्थता वर्ग-1) से संबंधित है। उपकरण 230 वोल्ट और 50/60 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है या 12 वोल्ट डीसी की आंतरिक या बाह्य बैटरी से चलते हैं।

वेइंग स्केल के बॉटम में दो हैड होल स्क्रू हैं। इन हैड होल स्क्रू में से सील वायर निकाल कर सील प्लग और स्टाम्प की जाती है। कपटपूर्ण व्यवहारों से वेइंग मशीन को खोले जाने से रोकने के लिए सील की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

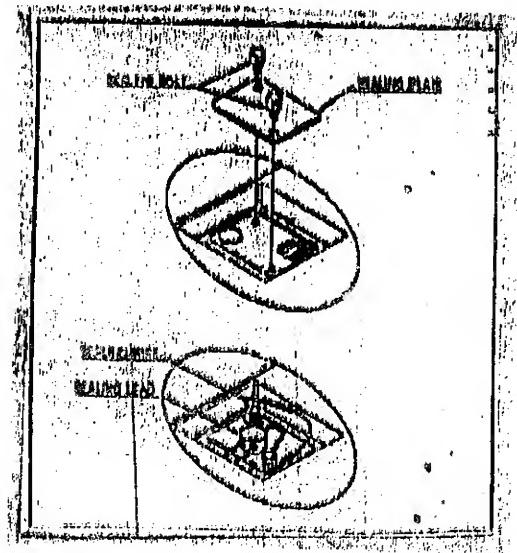
[फा. सं. डब्ल्यू एम-21(190)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2010

S.O. 2619.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, alongwith the Model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (table top type) with digital indication of Special Accuracy (Accuracy class-I) of series 'CUX' with brand name 'CAS' and manufactured by M/s. CAS Bldg. # 19 Kanap-ri Kwangjuk-Myun, Yangju-Gun, Kyung Ki-Do, South Korea and sold in India without any alteration or additions by M/s. CAS Weighing India Pvt.Ltd. 568, Udyog Vihar, Phase-V, Gurgaon Haryana-122016 and which is assigned the approval mark IND/13/09/512.



Figure

The said model is a load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity in the range of $620\text{g} \leq \text{Max} \leq 6200\text{g}$, the verification scale interval (e) is 0.01g . to $0-1\text{g}$. and the number of scale interval $n \leq 62000$. It belongs to for special accuracy (accuracy class-I). The instrument operates on 230Volts, 50/60Hertz alternative current power supply or with battery of 12V DC internally or externally.

The weighing scale has two head hole screws in its bottom. Through this head hole of the screws the seal wire can pass through and can be plugged and stamped. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

[F. No. WM-21(190)/2009]

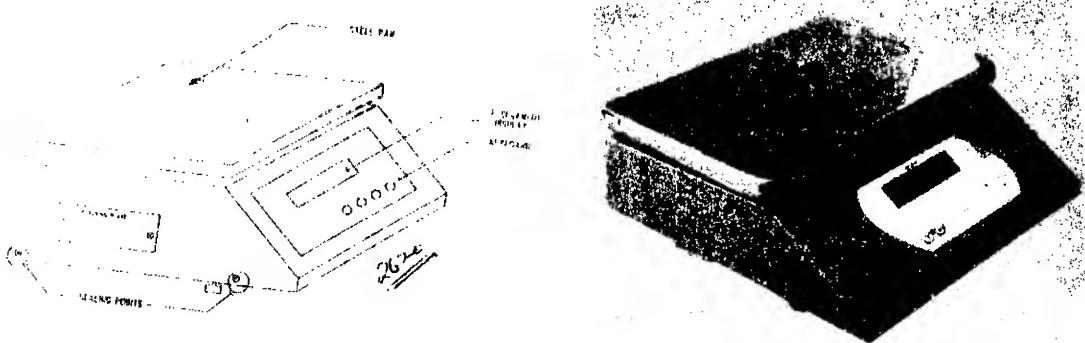
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 12 अक्टूबर, 2010

का.आ. 2620.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (मीचे की गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्याधों के अनुरूप है और इस बात की संभावना है कि संगतार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वे-स्टार, 10/359/1, सर्वोदय नगर, आइसलकरंजी-416115 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "डब्ल्यूएस2" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "वे-स्टार" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विहि आई एन डी/09/09/216 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गोज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और अनुमति क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें आधेयतुल्य युक्ति है जिसका शत प्रतिशत व्यक्तिमात्रक धारित आधेयतुल्य प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदेश तोलन परिणाम उपर्याप्ति करता है। उपकरण 230 बोल्ट और 50 हर्ट्ज प्रत्यार्थी भारा विद्युत प्रदाय कार्य करता है।



स्टाप्प और सीलिंग के सत्यापन के लिए तुला के बायीं तरफ आउटर कवर और तल प्लेट में काट कर छोड़ों में से लीडिड सीलिंग वायर निकाल कर दो बोरेड स्कू से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिमाता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

New Delhi, the 12th October, 2010

S.O. 2620.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "WS2" and with brand name "Weigh-Star" (hereinafter referred to as the said model), manufactured by M/s. Weigh-Star, 10/359/1, Sarvoday Nagar, Ichalkaranji-416115, Dist: Kolhapur (M.S.) Which is assigned the approval mark IND/09/09/216.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

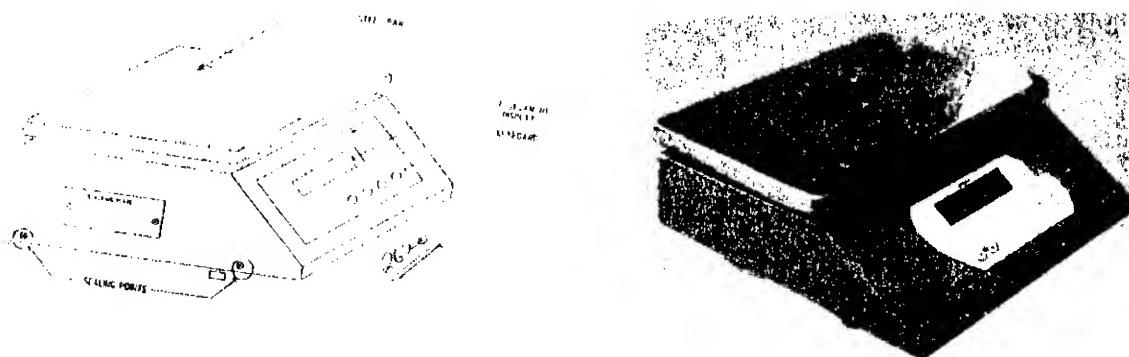


Figure-2—Schematic diagram of Sealing provision of the model

On the left side of the balance two bored screws are fastened by a leaded sealing wire passing under the outer cover and bottom plate, for receiving stamp and seal. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

भारतीय मानक व्यूरो

नई दिल्ली, 6 अक्टूबर, 2010

का.आ. 2621.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक व्यूरो एवंद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद्द कर दिये गये हैं और वापिस ले लिये गये हैं :

अनुसूची

क्रम संख्या	रद्द किये गये भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	भारत के राजपत्र भाग II, खण्ड 3, उप-खण्ड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 6331: 1987- मोटरवाहन के लिये भूरे लौहे की ढलाइयाँ- विशिष्टि (पहला पुनरीक्षण)	संख्या 0510 तिथि 23-02-1974	-

[संदर्भ : एमटीडी 6/टी-43]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 6th October, 2010

S.O. 2621.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been cancelled and stand withdrawn:

SCHEDULE

Sl.No.	No. & Year of the Indian Standards Cancelled	S.O. No. & date of published in the Gazette of India, Part II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 6331: 1987- Automotive grey iron castings (first revision)	S.No. 0510 Date 23-02-1974	-

[Ref: MTD 6/T-43]

P. GHOSH, Scientist 'F' & Head (MTD)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 अक्टूबर, 2010

का.आ. 2622.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 100 तारीख 5 जनवरी, 2010, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उड़ीसा राज्य की तहसील: बांकी, जिला : कटक की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची झारखण्ड तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियां जनता को तारीख 8 फरवरी, 2010 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील-बांकी	जिला-कटक	राज्य-उड़ीसा		
		गांव का नाम	स्लाइट नं.	क्षेत्रफल
				हेक्टेयर एयर वर्ग मीटर
1	2	3	4	5
पाटपुर	2939	00	08	51
	2938	(0)	02	38
	2937	(0)	03	86
	2907	00	15	32
	2910	00	01	58

1	2	3	4	5
पाटपुर	2911	00	03	61
	2909	00	00	46
	2912	00	02	74
	2913	00	02	18
	2918	00	01	62
	2916	00	01	11
	2917	00	03	29
	2915	00	00	20
	2925	00	05	29
	2928	(0)	00	40
	2927	(0)	01	10
	2929	(0)	00	38
	2926	(0)	02	85
	2930	(0)	01	79
	2931	(0)	05	10
	2932	(0)	01	08
	10566	00	03	35
	10563	00	03	40
	10562	00	02	13
	10559	00	00	10
	10560	00	22	08
	10556	00	01	97
	10554	00	04	51
	10555	00	01	23
	10553	00	01	17
	10339	00	05	43
	10338	00	03	19
	10340	00	01	12
	10341	00	05	52
	10342	00	03	84
	10333	00	08	36
	10302	00	07	30
	10301	00	14	60
	10287	00	07	35
	10285	00	00	96
	10258	00	00	67
	10257	00	03	58
	10256	00	00	10
	10286	00	00	15
	10252	00	00	20
	10255	00	05	83

1	2	3	4	5
Simlipur	1200	00	02	20.
	1203	00	02	92
	1120	00	08	70
	1111	00	00	95
	1208	00	21	95
	1438	00	00	10
	1209	00	18	00
	1307	00	10	39
	1309	00	06	46
	1301	00	00	43
	1300	00	00	65
	1312	00	04	23
	1313	00	02	38
	1296	00	00	62
	1311	00	01	06
	1314	00	06	19
	1315	00	01	77
	1316	00	05	18
	1319	00	00	95
	1320	00	15	40
	1323	00	12	22
	1322	00	00	76
	1324	00	06	55
	1327	00	02	21
	1326	00	00	81
	1246	00	04	94

[No. R-25011/23/2009-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 19 अक्टूबर, 2010

का.आ. 2623.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 101 तारीख 5 जनवरी, 2010, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उड़ीसा राज्य की तहसील डमपड़ा, जिला : कटक की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) तक एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन विछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियां जनता को तारीख 8 फरवरी, 2010 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करता है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील-डमपड़ा	जिला-कटक	राज्य-उड़ीसा	क्षेत्रफल		
			प्लाट नं.	हेक्टेयर	एयर
गांव का नाम	1	2	3	4	5
तालबस्त	4678	00	00	33	
	9682	00	00	10	
	9890	00	03	60	
	4673	00	02	97	
	4675	00	00	33	
	4670	00	01	26	
	4674	00	05	63	
	4662	00	01	05	
	4643	00	01	92	
	4645	00	02	34	
	4646	00	01	79	
	4647	00	01	07	
	4648	00	00	20	
	4644	00	05	69	
	4642	00	07	85	
	4641	00	02	06	
	4640	00	20	80	
	4611	00	05	15	

1	2	3	4	5	1	2	3	4	5
तालबस्त	4601	00	00	20	पदनपुर	35	00	00	35
	4604	00	01	70		33	00	08	64
	4602	00	00	20		903	00	00	62
	4603	00	06	42		32	00	04	10
	9272	00	03	26		29	00	02	49
	4373	00	21	53		28	00	04	40
	4285	00	04	87		27	00	07	63
	4284	00	02	43		21	00	01	35
	4283	00	04	14		20	00	04	64
	4288	00	06	69		18	00	04	55
	4281	00	00	31		17	00	08	71
	4289	00	02	57		64	00	00	15
	4290	00	01	64		16	00	11	90
	4291	00	04	13		15	00	00	10
	4292	00	02	01		12	00	08	41
	4293	00	04	95		83	00	00	90
	4277	00	00	55		95	00	01	97
	4276	00	01	26		96	00	16	63
	4294	00	07	46		112	00	08	95
	4192	00	01	11		111	00	02	88
	4191	00	00	10		110	00	07	44
	4193	00	00	34		109	00	06	79
	4188	00	04	81		108	00	00	10
	4184	00	01	70		107	00	03	84
	4187	00	00	72		892	00	01	86
	4186	00	00	61		891	00	01	60
	4300	00	01	58		106	00	02	62
	4185	0	02	75		1	00	03	25
	4183	00	01	13	बिलपडासरधापुर	4715	00	03	40
	4182	00	00	38		4709	00	04	55
	4173	00	12	38		4520	00	04	27
	4174	00	02	55		4519	00	03	09
	4129	00	02	83		4518	00	03	51
	4119	00	04	25		4517	00	02	82
	4120	00	03	10		4516	00	02	22
	4121	00	07	00		4515	00	02	34
	4030	00	00	65		4514	00	02	43
	4022	00	00	91		4513	00	02	95
	4025	00	03	10		4512	00	02	66
	4024	00	04	50		4511	00	03	04
	4023	00	06	90					
	4032	00	01	24					

1	2	3	4	5	1	2	3	4	5
बिलपडासरधापुर	4510	00	01	95	बिलपडासरधापुर	4037	00	00	54
	4509	00	02	71		4041	00	17	88
	4508	00	02	44		4058	00	18	08
	4507	00	02	40		4059	00	02	29
	4506	00	03	75		4065	00	03	14
	4505	00	03	34		3918	00	03	07
	4504	00	02	34		4071	00	00	73
	4503	00	01	76		3917	00	05	57
	4501	00	02	57		4070	00	00	82
	4500	00	00	61		4066	00	04	26
	4497	00	07	99		3916	00	04	27
	4498	00	02	65		4068	00	00	10
	4486	00	00	60		4067	00	04	32
	4927	00	06	47		3766	00	06	83
	4383	00	05	63		3763	00	00	30
	4467	00	00	77		3767	00	02	71
	4469	00	01	08		3762	00	00	40
	4468	00	10	16		3747	00	00	38
	4461	00	02	98		3746	00	06	00
	4462	00	01	96		3745	00	04	54
	4407	00	06	70		3737	00	16	15
	4406	00	01	93		3736	00	00	10
	4408	00	04	12		3740	00	00	71
	4405	00	00	36		3510	00	72	38
	4410	00	03	52		3462	00	00	10
	4411	00	02	21		3461	00	05	47
	4409	00	02	22		3443	00	06	37
	4412	00	01	43		3444	00	07	26
	4413	00	00	10		3445	00	03	64
	4415	00	06	66		3446	00	06	43
	4930	00	05	67		3438	00	00	10
	4021	00	07	38		3434	0	05	32
	4022	00	00	26		3435	00	07	97
	4028	00	06	82		3404	00	01	50
	4016	00	06	78		3417	00	01	63
	4030	00	00	84		3416	00	02	08
	4031	00	00	49		3405	00	01	62
	4032	00	06	37		3415	00	01	80
	4033	00	00	30		3406	00	03	61
	4035	00	04	63		3414	00	01	87
	4034	00	03	98		3411	00	00	93

1	2	3	4	5	1	2	3	4	5
बिलपडासरथापुर	3410	00	01	77	बिलपडासरथापुर	1277	00	00	10
	3327	00	08	47		1262	00	00	12
	3326	00	10	04		1263	00	10	15
	3329	00	00	38		1259	00	03	00
	3330	00	00	10		1260	00	01	16
	3332	00	00	22		1254	00	01	64
	3312	00	00	95		1256	00	11	35
	3311	00	05	46		1255	00	00	10
	3310	00	03	84		4906	00	05	94
	3308	00	01	00		1684	00	04	31
	4252	00	01	65		1694	00	01	17
	4253	00	00	80		1693	00	09	20
	3303	00	00	12		1692	00	01	67
	3302	00	13	80		1786	00	03	78
	3301	00	02	63		1785	00	02	60
	1435	00	04	66		1795	00	06	30
	1436	00	00	44		1794	00	00	31
	1437	00	00	73		1799	00	02	31
	1440	00	09	22		1797	00	06	22
	1439	00	08	24		1798	00	03	23
	1438	00	01	85		1828	00	05	09
	1441	00	00	10		1824	00	08	15
	1408	00	01	39		1822	00	02	97
	1384	00	04	55		1836	00	04	16
	1383	00	00	54		1902	00	00	75
	1338	00	03	08		1903	00	01	97
	1313	00	17	66		1900	00	01	80
	1310	00	00	30		1901	00	02	35
	1311	00	00	26		1909	00	00	91
	1312	00	05	04		1907	00	00	10
	1305	00	01	18		1908	00	05	40
	1307	00	03	73		1889	00	02	51
	1306	00	00	16		1980	00	04	19
	1298	00	09	55		1981	00	01	77
	1299	00	05	18		1982	00	05	53
	1274	00	00	39		1987	00	00	25
	1279	00	00	10		1883	00	07	74
	1275	00	07	27		1882	00	14	15
	1276	00	05	27		2045	00	10	41
	1264	00	01	06		2046	00	07	97
						2047	00	00	67

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बिलपडासरधापुर	2044	00	01	24	गोबिन्दपुर	1314	00	01	72
	2041	00	01	75		1313	00	09	88
	2063	00	10	03		1312	00	06	26
	2064	00	09	00		1810	00	00	96
	4840	00	06	27		1311	00	06	89
	2080	00	18	07		1309	00	01	16
	2070	00	00	70		1293	00	01	72
	2065	00	04	04		1308	00	13	52
	2073	00	00	10		1307	00	00	27
	2069	00	04	54		1366	00	02	46
	4924	00	04	69		1526	00	00	10
बरपदनपुर	557	00	04	86		1524	00	17	42
	558	00	04	36		1523	00	07	12
	559	00	08	45		1522	00	09	87
	561	00	00	62		1520	00	06	04
	560	00	12	62		1613	00	00	82
	215	00	10	03		1553	00	14	30
	214	00	03	48		1541	00	01	20
	213	00	04	02		1542	00	00	20
दुलणापुर	298	00	00	39		1545	00	06	50
गोबिन्दपुर	53	00	03	26		1546	00	01	41
	319	00	04	89		1547	00	05	80
	321	00	00	69		1552	00	04	82
	320	00	00	40		1685	00	02	19
	324	00	07	34		1687	00	16	94
	323	00	00	58		1688	00	09	81
	330	00	18	97		1690	00	01	35
	328	00	12	26		786	00	90	59
	1328	00	00	57		785	00	00	76
	1327	00	07	37		784	00	04	34
	1330	00	04	07		767	00	44	12
	1331	00	02	94		768	00	01	29
	1332	00	04	79		769	00	01	89
	1333	00	00	10		770	00	01	38
	1334	00	04	47		772	00	01	47
	1335	00	01	52		771	00	25	51
	1337	00	06	00	गडजित	543	00	00	83
	1338	00	00	83		544	00	00	95
	1326	00	06	61		545	00	08	00
	1315	00	00	10		742	00	25	53

1	2	3	4	5	1	2	3	4	5
गडजित	741	00	25	03	गडजित	1325	00	02	08
	597	00	85	38		1326	00	00	82
	601	00	02	86		1320	00	00	30
	600	00	01	65		1319	00	06	19
	599	00	00	44		1318	00	03	05
	568	00	01	83		3482	00	02	44
	566	00	02	92		1317	00	02	62
	567	00	07	02		1314	00	05	98
	602	00	13	19		1299	00	10	73
	686	00	15	32		1298	00	00	71
	685	00	06	77		1300	00	00	13
	682	00	01	26		1302	00	00	91
	683	00	00	95		1294	00	02	43
	684	00	01	02		1293	00	03	55
	3116	00	02	45		1288	00	01	31
	969	00	00	34		1286	00	00	70
	968	00	01	71		1289	00	02	59
	959	00	16	68		3474	00	04	72
	958	00	06	83		3473	00	05	81
	957	00	01	71		1276	00	00	10
	956	00	01	10		1280	00	08	88
	954	00	06	46	कुसुफंगी	3955	00	00	10
	2983	00	08	08		3956	00	07	97
	952	00	00	66		3953	00	02	51
	951	00	01	74		3950	00	03	68
	950	00	05	23		3949	00	11	28
	947	00	02	32		3948	00	00	36
	949	00	00	13		4148	00	08	79
	948	00	15	51		3941	00	16	05
	942	00	06	46		4217	00	04	78
	943	00	08	19		3600	00	13	11
	3430	00	06	46		3618	00	05	44
	938	00	05	64		3602	00	00	37
	1337	00	02	74		3619	00	02	05
	1338	00	25	53		3617	00	00	61
	1339	00	08	09		3616	00	03	11
	1340	00	16	43		3621	00	00	72
	1330	00	29	00		3623	00	02	43
	1327	00	02	60		3624	00	01	07
	1328	00	02	40		3625	00	01	16

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कुसुपंगी—जारी	3630	00	00	10	कुसुपंगी —जारी	3385	00	00	77
	3641	00	02	95		3384	00	00	10
	3631	00	00	41		3351	00	00	10
	3632	00	00	65		3352	00	01	06
	3633	00	02	32		3353	00	02	08
	3634	00	01	96		3354	00	02	32
	3636	00	03	43		3355	00	02	57
	3635	00	00	10		3356	00	01	48
	3637	00	00	34		3347	00	01	58
	3649	00	00	95		3357	00	01	14
	3650	00	02	31		3346	00	06	57
	3651	00	01	88		3345	00	07	01
	3653	00	02	48		3331	00	00	10
	3656	00	01	27		3333	00	00	10
	3657	00	00	32		3334	00	00	34
	3652	00	02	68		3335	00	00	64
	3661	00	00	81		3344	00	03	07
	3685	00	00	91		3336	00	00	86
	3537	00	00	11		3337	00	01	10
	3535	00	00	29		3343	00	02	51
	3539	00	03	13		3338	00	07	60
	3534	00	05	77		3332	00	00	10
	3532	00	10	08		2785	00	01	60
	3516	00	00	89		2774	00	00	84
	3692	00	00	10		2778	00	00	39
	3693	00	01	46		2779	00	00	12
	3694	00	04	57		2784	00	01	72
	3695	00	03	31		2783	00	02	34
	3843	00	05	54		2782	00	01	83
	3711	00	01	08		2781	00	00	63
	3712	00	00	90		2771	00	02	42
	3713	00	00	39		2770	00	05	63
	3399	00	11	29		2790	00	00	32
	3412	00	00	10		2791	00	02	43
	3398	00	03	80		2792	00	01	17
	3391	00	00	26		2793	00	00	41
	3390	00	03	49		2767	00	04	60
	3389	00	02	78		2766	00	01	36
	3388	00	02	15		2765	00	01	63
	3387	00	03	15		2685	00	00	94
	3386	00	02	34		2684	00	00	21

1	2	3	4	5	1	2	3	4	5
कुसुपंगी -जारी	2764	00	00	43	कुसुपंगी -जारी	4409	00	00	70
	2686	00	02	24		2509	00	01	88
	2687	00	04	51		2504	00	01	50
	2688	00	01	89		2503	00	01	43
	2576	00	00	10		2500	00	01	24
	2577	00	01	26		2499	00	01	53
	2578	00	00	30		2496	00	01	88
	4294	00	00	64		2495	00	00	95
	2581	00	01	00		2494	00	00	98
	2582	00	01	11		2490	00	04	81
	2589	00	00	17		2491	00	02	04
	2587	00	00	40		2488	00	01	96
	2588	00	01	42		2487	00	01	61
	2590	00	00	43		2486	00	01	14
	2591	00	00	93		2485	00	00	92
	2592	00	01	38		2473	00	02	63
	2593	00	02	06		2484	00	00	33
	2594	00	01	79		2483	00	00	13
	2598	00	01	47		2436	00	00	20
	2535	00	01	41		2463	00	00	59
	2599	00	02	11		2464	00	01	33
	2533	00	00	76		2465	00	06	04
	2534	00	03	18		2469	00	02	92
	2543	00	01	04		2470	00	00	10
	2532	00	00	10		2471	00	02	56
	2530	00	01	87		2472	00	01	13
	2529	00	01	45		1694	00	06	20
	2531	00	00	10		1695	00	00	10
	2528	00	02	74		1670	00	05	43
	2526	00	03	80		4158	00	03	06
	2522	00	02	06		4184	00	00	61
	2521	00	01	38		1669	00	03	37
	2520	00	01	57		1668	00	04	17
	2519	00	01	47		1681	00	06	92
	2518	00	02	38		1667	00	00	10
	2516	00	01	06		1684	00	01	35
	4206	00	00	10		1519	00	06	85
	2544	00	00	13		1518	00	00	19
	2489	00	00	94		1517	00	00	19
	2515	00	01	09		1516	00	00	21
	2511	00	00	95		1525	00	00	10

1	2	3	4	5	1	2	3	4	5
कुसुपंगी—जारी	1515	00	00	10	कुसुपंगी—समाप्त	1216	00	04	17
	1520	00	03	01		1199	00	00	10
	1521	00	02	68		1201	00	03	11
	1522	00	00	74		1202	00	05	76
	1523	00	03	46		1203	00	03	19
	1524	00	03	23		1204	00	00	10
	1532	00	00	47		1430	00	01	31
	1390	00	00	46		1431	00	00	25
	1533	00	02	26		4105	00	03	55
	1534	00	01	78		975	00	14	20
	1535	00	01	47		4110	00	01	49
	1536	00	01	48		4114	00	05	60
	1389	00	02	45		970	00	18	66
	1388	00	01	67		961	00	03	66
	1387	00	01	38		4153	00	00	82
	1396	00	00	96		957	00	07	84
	1397	00	03	37		956	00	00	10
	1398	00	03	71		955	00	02	62
	1404	00	03	04		953	00	09	13
	1403	00	00	10		82	00	08	28
	1408	00	03	83		83	00	03	90
	1409	00	02	47		87	00	05	77
	1271	00	00	93		88	00	00	40
	1252	00	00	10		89	00	01	86
	1251	00	04	59		90	00	14	04
	1250	00	05	13		80	00	50	90
	1249	00	00	76		4160	00	01	76
	1247	00	01	52		4084	00	11	56
	1248	00	00	24		79	00	00	67
	1209	00	06	18		4022	00	09	08
	1246	00	00	10		78	00	00	10
	1244	00	00	17		77	00	04	84
	1233	00	00	32		76	00	26	47
	1232	00	01	09		75	00	27	02
	1220	00	04	93		73	00	11	34
	1219	00	01	01	चक्रलेखन	277	00	03	55
	1212	00	00	76		278	00	04	02
	1211	00	00	32		289	00	05	61
	1213	00	02	96		290	00	03	99
	1214	00	02	97		291	00	06	17
	1215	00	01	21		297	00	04	64

1	2	3	4	5	1	2	3	4	5
चकुलेस्वर—जारी	296	00	03	37	चकुलेस्वर - समाप्त	714	00	00	84
	302	00	01	23		713	00	01	32
	304	00	15	97		717	00	01	24
	319	00	01	46		716	00	01	23
	318	00	02	15		720	00	03	43
	317	00	05	35		721	00	01	81
	316	00	00	41		724	00	02	11
	315	00	03	96		725	00	03	66
	314	00	00	51		728	00	01	61
	331	00	00	24		729	00	02	08
	313	00	00	43		732	00	02	06
	342	00	11	46		733	00	01	75
	332	00	00	10		736	00	03	53
	341	00	01	46		737	00	04	12
	343	00	04	02		744	00	01	25
	344	00	08	35		745	00	01	20
	347	00	01	40		746	00	02	52
	1439	00	00	29		748	00	01	46
	346	00	05	25		749	00	01	02
	583	00	03	36		751	00	02	00
	582	00	03	33		752	00	02	18
	581	00	00	95		753	00	00	70
	587	00	00	82		809	00	08	96
	588	00	01	35		810	00	06	64
	612	00	01	48		808	00	05	77
	611	00	07	59		818	00	00	10
	613	00	03	85		807	00	01	26
	1336	00	04	85		819	00	00	68
	1326	00	02	73		820	00	06	37
	614	00	01	33		1292	00	06	62
	615	00	01	04		1291	00	12	55
	628	00	01	30		1290	00	05	56
	617	00	01	57		1289	00	00	71
	604	00	01	57	पाथपुर	1287	00	11	87
	618	00	02	88		405	00	03	22
	619	00	00	28		403	00	06	21
	620	00	02	21		416	00	00	99
	621	00	01	75		417	00	01	03
	706	00	02	79		418	00	01	43
	705	00	00	35		488	00	00	35
						489	00	06	72

1	2	3	4	5	1	2	3	4	5
पाथपुर-जारी	478	00	00	10	पाथपुर-समाप्त	1097	00	00	81
	490	00	22	51		1096	00	01	45
	639	00	02	23		1095	00	07	65
	641	00	02	32		1125	00	06	79
	642	00	02	18		1131	00	00	20
	643	00	02	00		1130	00	00	80
	647	00	06	10		1127	00	00	45
	648	00	00	22		1128	00	06	60
	649	00	06	92		1129	00	00	25
	650	00	01	54		1136	00	01	83
	651	00	01	77		1137	00	01	07
	652	00	00	10		1173	00	04	63
	654	00	08	47		1169	00	02	21
	655	00	00	39		1170	00	02	80
	402	00	01	77		1171	00	01	03
	401	00	02	92		1165	00	18	00
	400	00	03	16		1166	00	04	63
	381	00	00	20		1163	00	07	89
	382	00	04	52		3148	00	15	65
	383	00	04	52		3112	00	00	10
	384	00	03	85	मूलनदी	41	01	08	85
	385	00	07	58					[सं. आर-25011/22/2009-आ. आर.-1]
	386	00	03	58					बी. के. दत्ता, अवर सचिव
	387	00	03	08					New Delhi, the 19th October, 2010
	389	00	00	10	S.O. 2623.—Whereas by the notification of the				
	388	00	01	88	Government of India in the Ministry of Petroleum and				
	391	00	00	20	Natural Gas number S.O. 101 dated 05-01-2010 issued under				
	390	00	02	72	sub-section (1) of Section 3 of the Petroleum and Minerals				
	396	00	00	94	Pipelines (Acquisition of Right of User in Land) Act, 1962				
	396	00	00	94	(50 of 1962) the Central Government declared its intention				
	397	00	05	47	to acquire the right of user in the land in Tehsil- Damapada,				
	395	00	05	75	District- Cuttack, in Orissa State, specified in the schedule				
	394	00	05	85	appended to that notification for the purpose of laying				
	1090	00	04	00	pipeline for the transportation of Petroleum products from				
	1100	00	00	10	Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi				
	1101	00	03	40	(Jharkhand) by Indian Oil Corporation Limited;				
	1102	00	00	10	And whereas, copies of the said notification were				
	1093	00	00	30	made available to the public on 8th February, 2010;				
	1094	00	04	70	And whereas, the Competent Authority has under				
	1099	00	00	20	sub-section (1) of Section 6 of the said Act, submitted his				
	1098	00	00	47	report to the Central Government;				
					And whereas, the Central Government has after				
					considering the said report, decided to acquire the right of				
					user in the land specified in the Schedule appended to this				
					notification;				

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil: Damapada District : Cuttack State: Orissa

Name of the Village	Plot No.	Area		
		Hectare	Acre	Sq. mtr.
1	2	3	4	5
Talabasta	4678	(0)	(0)	33
	9682	(0)	(0)	10
	9890	(0)	(0)	60
	4673	(0)	(0)	97
	4675	(0)	(0)	33
	4670	(0)	(0)	26
	4674	(0)	(0)	63
	4662	(0)	(0)	05
	4643	(0)	(0)	92
	4645	(0)	(0)	34
	4646	(0)	(0)	79
	4647	(0)	(0)	07
	4648	(0)	(0)	20
	4644	(0)	(0)	69
	4642	(0)	(0)	85
	4641	(0)	(0)	06
	4640	(0)	(0)	80
	4611	(0)	(0)	15
	4601	(0)	(0)	20
	4604	(0)	(0)	70
	4602	(0)	(0)	20
	4603	(0)	(0)	42
	9272	(0)	(0)	26
	4373	(0)	(0)	53
	4285	(0)	(0)	87
	4284	(0)	(0)	43

1	2	3	4	5
Talabasta	4283	(0)	(0)	14
	4288	(0)	(0)	69
	4281	(0)	(0)	31
	4289	(0)	(0)	57
	4290	(0)	(0)	64
	4291	(0)	(0)	13
	4292	(0)	(0)	01
	4293	(0)	(0)	95
	4277	(0)	(0)	55
	4276	(0)	(0)	26
	4294	(0)	(0)	46
	4192	(0)	(0)	11
	4191	(0)	(0)	10
	4193	(0)	(0)	34
	4188	(0)	(0)	81
	4184	(0)	(0)	70
	4187	(0)	(0)	72
	4186	(0)	(0)	61
	4300	(0)	(0)	58
	4185	(0)	(0)	75
	4183	(0)	(0)	13
	4182	(0)	(0)	38
	4173	(0)	(0)	38
	4174	(0)	(0)	55
	4129	(0)	(0)	83
	4119	(0)	(0)	25
	4120	(0)	(0)	10
	4121	(0)	(0)	00
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	4022	(0)	(0)	91
	4025	(0)	(0)	10
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	4023	(0)	(0)	90
	4032	(0)	(0)	24
	Padanpur	35	(0)	(0)
		33	(0)	(0)
		903	(0)	(0)
		32	(0)	(0)
		29	(0)	(0)
		28	(0)	(0)
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		63	(0)	(0)

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Padanpur	21	00	01	35	Biliparasaradhapur	4501	00	02	57
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	18	00	04	55		4497	00	07	99
	17	00	08	71		4498	00	02	65
	64	00	00	15		4486	00	00	60
	16	00	11	90		4927	00	06	47
	15	00	00	10		4383	00	05	63
	12	00	08	41		4467	00	00	77
	83	00	00	90		4469	00	01	08
	95	00	01	97		4468	00	10	16
	96	00	16	63		4461	00	02	98
	112	00	08	95		4462	00	01	96
	111	00	02	88		4407	00	06	70
	110	00	07	44		4406	00	01	93
	109	00	06	79		4408	00	04	12
	108	00	00	10		4405	00	00	36
	107	00	03	84		4410	00	03	52
	892	00	01	86		4411	00	02	21
	891	00	01	60		4409	00	02	22
	106	00	02	62		4412	00	01	43
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Biliparasaradhapur	4715	00	03	40		4415	00	06	66
	4709	00	04	55		4930	00	05	67
	4520	00	04	27		4021	00	07	38
	4519	00	03	09		4022	00	00	26
	4518	00	03	51		4028	00	06	82
	4517	00	02	82		4016	00	06	78
	4516	00	02	22		4030	00	00	84
	4515	00	02	34		4031	00	00	49
	4514	00	02	43		4032	00	06	37
	4513	00	02	95		4033	00	00	30
	4512	00	02	66		4035	00	04	63
	4511	00	03	04		4034	00	03	98
	4510	00	01	95		4037	00	00	54
	4509	00	02	71		4041	00	17	88
	4508	00	02	44		4058	00	18	08
	4507	00	02	40		4059	00	02	29
	4506	00	03	75		4065	00	03	14
	4505	00	03	34		3918	00	03	07
	4504	00	02	34		4071	00	00	73
	4503	00	01	76		3917	00	05	57

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Biliparasaradhapur	4070	00	00	82	Biliparasaradhapur	3310	00	03	84
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	3916	00	04	27		4252	00	01	65
	4068	00	00	10		4253	00	00	80
	4067	00	06	83		3303	00	00	12
	3766	00	04	32		3302	00	13	80
	3763	00	00	30		3301	00	02	63
	3767	00	02	71		1435	00	04	66
	3762	00	00	40		1436	00	00	44
	3747	00	00	38		1437	00	00	73
	3746	00	06	00		1440	00	09	22
	3745	00	04	54		1439	00	03	24
	3737	00	16	15		1438	00	01	85
	3736	00	00	10		1441	00	00	10
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	3510	00	72	38		1384	00	04	55
	3462	00	00	10		1383	00	00	54
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	3443	00	06	37		1313	00	17	66
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	3446	00	06	43		1312	00	05	04
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	3416	00	02	05		1274	00	00	39
	3405	00	01	62		1279	00	00	10
	3415	00	01	80		1275	00	07	27
	3406	00	03	61		1276	00	05	27
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	3411	00	00	93		1277	00	00	10
	3410	00	01	77		1262	00	00	12
	3327	00	08	47		1263	00	10	15
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	3330	00	00	10		1254	00	01	64
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	3312	00	00	95		1255	00	00	10
	3311	00	05	46		4906	00	05	94

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Biliparasaradhapur	1684	00	04	31	Barapādanpur	557	00	04	86
	1694	00	01	17		558	00	04	36
	1693	00	09	20		559	00	08	45
	1692	00	01	67		561	00	00	62
	1786	00	03	78		560	00	12	62
	1785	00	02	60		215	00	10	08
	1795	00	06	30		214	00	03	48
	1794	00	00	31		213	00	04	02
	1799	00	02	31	Dulanapur	298	00	00	39
	1797	00	06	22	Gobindpur	53	00	08	26
	1798	00	03	23		319	00	04	89
	1828	00	05	09		321	00	00	69
	1824	00	08	15		320	00	00	40
	1822	00	02	97		324	00	07	34
	1836	00	04	16		323	00	00	58
	1902	00	00	75		330	00	18	97
	1903	00	00	97		328	00	12	26
	1900	00	01	80		1328	00	00	57
	1901	00	02	35		1327	00	07	37
	1909	00	00	91		1330	00	04	07
	1907	00	00	10		1331	00	02	94
	1908	00	05	40		1332	00	04	79
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	1980	00	04	19		1334	00	04	47
	1981	00	01	77		1335	00	01	52
	1982	00	05	53		1337	00	06	00
	1987	00	00	25		1338	00	00	83
	1883	00	07	74		1326	00	06	61
	1882	00	14	15		1315	00	00	10
	2045	00	10	41		1316	00	01	72
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	2047	00	00	67		1313	00	06	26
	2044	00	01	24		1312	00	00	96
	2041	00	01	75		1810	00	00	89
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	2064	00	09	00		1309	00	01	72
	4840	00	06	27		1293	00	01	52
	2080	00	18	07		1308	00	13	27
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	2065	00	04	04		1366	00	02	10
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	2069	00	04	54		1524	00	17	
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Gobindpur	1523	00	07	12	Garajit	684	00	01	02
	1522	00	09	87		3116	00	02	45
	1520	00	06	04		969	00	00	34
	1613	00	00	82		968	00	01	71
	1553	00	14	30		959	00	16	68
	1541	00	01	20		958	00	06	83
	1542	00	00	20		957	00	01	71
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	1547	00	06	80		2983	00	08	08
	1552	00	04	82		952	00	00	66
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	1687	00	16	94		950	00	05	23
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	1690	00	01	35		949	00	00	13
	786	00	90	59		948	00	15	51
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	767	00	44	12		3430	00	06	46
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	770	00	01	38		1338	00	25	53
	772	00	01	47		1339	00	08	09
	771	00	25	51		1340	00	16	43
Garajit	543	00	00	83		1330	00	29	00
	544	00	00	95		1327	00	02	60
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	599	00	00	44		3482	00	02	44
	568	00	01	83		1317	00	02	62
	566	00	02	92		1314	00	05	98
	567	00	07	02		1299	00	10	73
	602	00	13	19		1298	00	00	71
	686	00	15	32		1300	00	00	13
	685	00	06	77		1302	00	00	91
	682	00	01	26		1294	00	02	43
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Garajit	1288	00	01	31	Kusupangi	3535	00	00	29
	1286	00	00	70		3539	00	03	13
	1289	00	02	59		3534	00	05	77
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	3473	00	05	81		3516	00	00	89
	1276	00	00	10		3692	00	00	10
	1280	00	08	88		3693	00	01	46
Kusupangi	3955	00	00	10	Kusupangi	3694	00	04	57
	3956	00	07	97		3695	00	03	31
	3953	00	02	51		3843	00	05	54
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	3948	00	00	36		3713	00	00	39
	4148	00	08	79		3399	00	11	29
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	4217	00	04	78		3398	00	03	80
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	3652	00	02	68		3343	00	02	51
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	2791	00	02	43		2544	00	00	13
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	2534	00	03	18		1694	00	06	20
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	1519	00	06	85		1215	00	01	21
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	1244	00	00	17	Chakuleswar	277	00	03	55
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	1232	00	01	19		289	00	05	61
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	296	00	03	37		721	00	01	81
	302	00	01	23		724	00	02	11
	304	00	15	97		725	00	03	66
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	317	00	05	35		732	00	02	06
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	587	00	00	82		819	00	00	68
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	614	00	01	33	Pathapur	405	00	03	22
	615	00	01	04		403	00	06	21
	628	00	01	30		416	00	00	99
	617	00	01	57		417	00	01	03
	604	00	01	57		418	00	01	43
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	619	00	00	28		489	00	06	72
	620	00	02	21		478	00	00	10
	621	00	01	75		490	00	22	51
	706	00	02	79		639	00	02	23
	705	00	00	35		641	00	02	32
	714	00	00	84		642	00	02	18
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	717	00	01	24		647	00	06	10

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	401	00	02	92
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	388	00	01	88
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	394	00	05	85
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1	2	3	4	5
Pathapur	1129	00	00	25
	1136	00	01	83
	1137	00	01	07
	1173	00	04	63
	1169	00	02	21
	1170	00	02	80
	1171	00	01	03
	1165	00	18	00
	1166	00	04	63
	1163	00	07	89
	3148	00	15	65
	3112	00	00	10
Mahanadi	41	01	08	85

[No. R-25011/22/2009-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 20 अक्टूबर, 2010

का.आ. 2624.—पेट्रोलियम एवं खनिज पाइप (भू उपयोग अधिकार अधिग्रहण) अधिनियम 1962 (1962 का 50) के खण्ड 2 की धारा (क) के अनुसार केन्द्र सरकार एतद्वारा श्री सी. एच. प्रभाकर राव स्पेशल डिप्टी कलेक्टर, आंध्रप्रदेश सरकार को आंध्रप्रदेश राज्य की सीमा में हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की विशाखा-विजयवाडा-सिक्काबाद पाइपलाइन में श्री के. नागेश्वर राव, जिन्हें पेट्रोलियम एवम् प्राकृतिक गैस मंड़िलय में भारत सरकार की अधिसूचना संख्या 3134 के द्वाय दिनांक 25 नवम्बर, 2008 को प्राधिकृत किया गया था, के स्थान पर उक्त अधिनियम के तहत सक्षम प्राधिकारी के रूप में कार्य निष्पादन करने के लिए प्राधिकृत करती है।

[फाइल सं. आर-31015/11/2003-ओ आर-11]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th October, 2010

S.O. 2624.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Shri Ch. Prabhakara Rao, Special Grade Deputy Collector, Government of Andhra Pradesh to perform the function of Competent Authority under the said Act within the territory of the State of Andhra Pradesh for Hindustan Petroleum Corporation Limited, Visakha-Vijaywada-Secunderabad Pipeline in place of Shri K. Nageswara Rao authorized vide notification of Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 3134 dated 25 November, 2008.

[F. No. R-31015/11/2003-OR-1]

A. GOSSWAMI, Under Secy.

प्रम और रोजगार मंत्रालय

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2625.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/प्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 31/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-2010 को प्राप्त हुआ था।

[सं.एल-33011/2/08-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th September, 2010

S.O. 2625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2009) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chennai Port Trust and their workman, which was received by the Central Government on 22-9-10.

[No. L-33011/2/08-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 16th September, 2010

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 31/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Chennai Port Trust and their Workmen)

Between

The General Secretary : Petitioner/
Madras Port Trust Employees 1st Party
Union SCC Anthony,
Pillai Bhavan, 34, 2nd Line Beach,
Chennai-600001

Vs.

The Chairman : Respondent/
Chennai Port Trust, Rajaji Salai 2nd Party
Chennai-600001

Appearance :

For the 1st Party/Petitioner : Sri G. Muthu,
Advocate

For the 2nd Party/Management :

M/s M. R.
Dharanichander,
Advocate

AWARD

The Central Government, Ministry of Labour vide its Order No. L-33011/2/2008-IR (B-II) dated 16-2-2009 referred the following Industrial Dispute to this Tribunal for adjudication. .

The schedule mentioned in that order is :

"Whether the action of the management of Chennai Port Trust to substantially reduce Tea Allowance which the employees in Dredger Crew (Engineering Department) were enjoying at enhanced rates from time to time and further whether the recovery of the Tea Allowance is justified or not ? What relief the workman are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 31/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed Claim and Counter Statement as the case may be.

3. The contentions raised by the Petitioner Union in the Claim Statement are as follows :

The Management of Chennai Port Trust had withdrawn the enhanced Tea Allowance for the crew of Dredger in the Engineering Department from 2006 and deducted every month Rs- 500/- each from the employees monthly salary violating agreement and code of discipline.

In the Engineering Department there are crafts called dredger, F.C. Thangam, Launch and Division called Marine Survey. The crew working in these are paid Tea Allowance. The Management is obliged as per Section-23 of the Major Port Trust Act, 1963 to prepare schedule of salaries allowances, etc. payable to the employees every year and get it approved from the Port Trust Board. The Tea Allowance was provided as per schedule dated 1-4-1998 Under Item No. 5, Rs. 1.51 per day of attendance subject to a maximum of Rs. 37.70 per month was payable to crew of dredger, launch, Marine Survey and F.C. Vaigai towards supply of tea, snacks, etc. as per CPT's proceeding no-IR-2/155574/81/S dated 7-12-1982, IR-3/2088/81/S dated 1-3-1983, IR-3/916/84/S dated 26-8-1984, IR-2/24142/84/S dated 30-8-1984, IR-3/28928/87/S dated 21-8-1989 and Wag Settlement dated 6-12-1994 and also covered in schedule of employees of Chennai Port Trust Item No. 6.

Tea Allowance to the Marine Crew working on floating crafts who do not have fixed recess hours are paid Rs. 7.00 per head per day of attendance from 1-1-1998 as per proceedings dated 23-7-1998 which was also paid to the crew working in Dredger, F.C. Thangam, Launch and Marine Survey under the same proceedings. As per

schedule dated 01-04-2007 under Item No. 6, the rate has been revised to Rs. 10.50 w.e.f. 1-1-1998 as per proceedings dated 17-8-2005. Arrears of Rs. 5,000 were paid to each workman under Tea Allowance. The said enhancement was abruptly withdrawn without reason and started to deduct Rs. 500 every month from the employees in the Dredger, F.C. Thangam, Marine Survey from 1-1-2006 against principles of natural justice. The same was protested against in strike notice dated 2-3-2006. The withdrawal of Tea Allowance of Rs. 7.00 per day to the dredger employees at the same time paying the same to the marine crew working in Marine Department is not fair and deduction of Tea Allowance should be stopped. The case of the Chief Engineer is that Tea Allowance to Dredger Crew is Rs. 1.51 per day as against Rs. 7.00 for the Marine Crew- But Dredger Crew was paid Rs. 7.00 per day inadvertently and hence recovery is being made. In the 12(3) settlement reached between the relevant parties on 2-8-2000, the existing benefits were protected. The administration violated Item No. 8 of the 4th Schedule of the I. D. Act by changing conditions without notice thus violating 12(3), 9A and Item No. 8 of 4th Schedule of I. D. Act, 1947 in unfair labour practice. Hence the claim.

4. The Counter Statement contentions bereft of unnecessary details are as follows :—

During 1980 on the demand of 1st Party Union it was agreed to pay Rs. 0.80 per day of attendance to the Dredger Crew as per proceedings dated 28-8-1980. In the proceedings dated 7-12-82 the categories of employees under Civil Engineering Department (Marine Survey and Launch Crew) and Electrical and Mechanical Engineering (F-C- Vaigai) were eligible for supply of tea and snacks. Under 18(1) settlement dated 15-7-1998 it was decided to pay Rs. 7.00 per day of attendance to Marine Crew working on floating crafts as per proceedings dated 23-7-1998 w.e.f. 1-1-1998 which was revised with an upward increase of 50% w.e.f. 1-1-1998 under Wage Settlement dated 02-08-2000 as per proceedings dated 17-8-2005. The crew of the dredger, launch, Marine survey and F.C. Thangam including two Trainee Train Drivers and Two Greasers whenever utilized on F.C. Thangam become eligible for the amount towards the supply of tea, snacks, etc. as per proceedings dated 28-8-1980 whereas Marine Crew who do not have fixed recess hours are eligible for Tea Allowances as per proceedings dated 23-7-1998 w.e.f. 1-1-1998. As per schedule under Section-23 of the Major Port Trust Act, 1963, the Dredger Crew comes under Engineering Department and not under the Marine Department. As per the Wage Board Settlement dated 6-12-1994, the Dredger Crew of Engineering Department is eligible for Tea Allowance of Rs. 1.51 only per day with a maximum of Rs. 37.70 per month w.e.f. 1-1-1993 whereas the Marine Crew who do not have fixed recess hours are granted Rs. 7.00 Tea allowance per day of attendance w.e.f. 1-1-1998, which rate has been revised upto Rs. 10.50 per

day w.e.f. 1-1-1998. While implementing the Tea Allowance to the Marine Crew as above inadvertently, the Dredger Crew had been paid this allowance @ Rs. 7.00 per day instead of Rs. 1.51 under a clerical error which was noticed at the time of 50% upward increase during 2005. The excess is recovered in instalments from Dredger Crew @ Rs. 500 w.e.f. 1-1-2006, which is well within the law. Wrongly made payment is not an existing right or privilege. What is paid to Dredger Crew is an allowance towards supply of tea and snacks and not Tea Allowance. In 1980 instead of supply of Tea and snacks, the Dredger Crew had been paid a sum of Rs. 0.80 per day of attendance subject to Rs. 20 per month which later was enhanced from time to time at regular intervals @ Rs. 1.14, Rs. 1.31 and Rs. 1.51 and to Rs. 2.26 by a 50% enhancement w.e.f. 1-1-1998. The proceedings dated 23-7-1998 does not apply to Dredger Crew. The two allowances are different in nature. It was paid inadvertently to the Dredger Crew. No protection of existing benefits has been violated. The claim is baseless and is to be dismissed.

5. The evidence consists of the testimony of WWI and EX. W1 to EX-W12 on the petitioner's side and the testimony of MW1 and EX. M1 to Ex-M10 on the Respondent's side.

6. Points for consideration are :

(i) Whether the reduction of Tea Allowance for the Dredger Crew and the recovery of Tea Allowance is justified or not?

To what relief the Dredger Crew are entitled for ?

(ii) Points (i) & (ii)

7. Arguments on behalf of the Petitioner Union advanced by the learned counsel are that though the Marine Crew and the Dredger Crew are under different categories working in different departments the Dredger Crew are entitled to the same right of Rs. 7.00 by way of Tea Allowance per day since all of them are working in floating crafts without fixed recess hours. This is not agreed to by MW1 witness of Respondent according to whom Dredger Crew employees are not Marine Crew employees who do not have fixed hours of work. The consistent case of MW1 is that the two categories are given different rates of Tea Allowance. By clerical error Dredger Crew employees were also happened to be paid at the same rates of Rs. 7.00 per day which having been subsequently noticed is being recovered @ Rs. 500/- per month. The recovery was not informed by notice to the workmen under the Dredger Crew. The recovery is being assailed as violative of Section-12(3), 9A and Item 8 of 4th Schedule of ID Act again violative of Item-36 of Wage Settlement dated 2-8-2000. What Item-36 of 12(3) settlement says is that merely as a consequence of the implementation of the settlement any facility, privilege, amenity, right, benefit, monetary or otherwise or concession to which an employee or a category of employees might be entitled to by way of any award, practice or usage shall not be

withdrawn, reduced or curtailed except to the extent and in manner as explicitly provided for in the settlement. It is argued that all floating craft employees have been paid Tea Allowance at Rs. 7.00 per day of attendance from 1998 to 2006 irrespective of the fact whether they are Dredger Crew or Marine Crew. As per the settlement dated 2-8-2000 the enhancement to Rs. 10.50 is extended to the Dredger Crew employees to whom arrears were paid from 1994, it is further argued. It is denied that payment at the rate to the Dredger Crew is wrong. Under Clause 36 of the settlement existing benefits cannot be withdrawn. The arguments further proceeded.

8. The contra arguments on behalf of the Respondent are that the Dredger Crew become eligible for allowances towards supply of tea, snacks, etc. as per Port Trust Proceedings dated 28-08-1980 whereas Marine Crew who do not have fixed recess hours are eligible for Tea Allowances as per proceedings dated 23-7-1998. The Dredger Crew employees come under only Engineering Department and not under Marine Department. As per the Wage Board Settlement dated 6-12-1994 Dredger Crew are entitled to Tea Allowance at Rs. 1.51 with maximum of Rs. 37.70 w.e.f. 1-1-1993 whereas Marine Crew are entitled to Rs. 7.00 as Tea Allowance from 01-01-1998. Under both categories there has been change to Rs. 2.26 per day with to Dredger Crew maximum of Rs. 56.55 per month whereas Marine Crew are eligible to Rs. 10.50 per day. The erroneous payment at the same rate to the Dredger Crew due to clerical error is well to be recovered which is within the law and offending no provisions of law. It does not amount to curtailment of existing right or privilege. It is only recovery of excess payment formerly made. Reliance was placed on Ex. M 5, Ex. M6 and Ex. M7 in support of the arguments. It is pointed out that Dredger Crew and Marine Crew employees are not one and the same and cannot claim parity mutually Dredger Crew employees cannot claim Tea Allowance but are eligible only for allowances for Snacks and Tea. The 18(1) Settlement dated 15-07-1998 is applicable only to Marine Crew under Marine Department. The said settlement is not one in which Petitioner Union is a party. Hence the claim cannot be made as per Ex. M9 letter the excess payment is to be recovered from Dredger Crew employees. Most of the employees gave consent also for recovering the excess.

9. Petitioner's counsel relied on the decisions reported in BUDHRAM AND OTHERS VS. STATE OF HARYANA (2009-IV-LLJ 699) wherein it is held by the High Court of Punjab and Haryana that "payment made under erroneous interpretation of any rule cannot be recovered excepting in case of fraud, etc. of employee or in case where acceptance of such payment of employee would be dishonest".

10. In the decision of High Court of Punjab and Haryana in HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LTD., CHANDIGARH

VS. LABOUR COURT, CHANDIGARH (2010-11-LLJ-345) it was held that no provision is available to an employer under Industrial Disputes Act, 1947 to recover any amount from the employee.

11. The claim of the Petitioner Union on behalf of the Dredger Crew employees is for Tea Allowance at the rate of Rs. 10.50 per day of attendance on par with the Marine Crew employees which evidently and admittedly was being given to them the same cannot be reduced and no recovery could be made being excess paid to them at the disputed rate. On a scrutiny of the rival contentions on either side it is brought home that the Petitioner Union appears to be carried away by a mistake of fact as to their claim for entitlement for Tea Allowance at the rate of Rs. 7.00 enhanced to Rs. 10.50 w.e.f. 01-01-1998 to the Dredger Crew on par with the Marine Crew employees.

12. The specific case of the Respondent/Management is that the Dredger Crew were eligible for Tea Allowance of Rs. 1.51 under the Wage Board Settlement dated 6-4-1994. Only the Marine Crew employees were entitled to Rs. 7.00 escalated to Rs. 10.50 per day w.e.f. 1-1-1998. In the implementation of payment of the two allowances inadvertently the Dredger Crew happened to paid @ Rs. 7.00 per day of attendance instead of Rs. 1.51 under a clerical mistake which was noticed only at the time of 50% upward increase during 2005. It is the said excess which is duly ordered to be recovered and is being recovered @ Rs. 500 w.e.f. 1-1-2006 and which is not illegal. The payment made wrongly which when recovered does not offend any existing right or privilege. Actually what is paid to Dredger Crew is only allowances towards supply of Tea and Snacks and not Tea Allowance. The two specific allowances paid to the two distinct categories of employees are seen periodically revised at regular intervals and as on the time while the allowance for Tea and Snacks paid to the Dredger Crew stands escalated to Rs. 2.26 by an enhancement of 50% w.e.f. 01-01-1998 the Tea Allowance paid to the Marine Crew has been given an upward increase by the same and equal rate of 50% raising the rate from Rs. 7.00 to Rs. 10.50.

13. It could be seen that it was never an intent to treat both the Marine and Dredger Crew equally at any time with payment of the same rate of Tea Allowance to the Dredger Crew as well. Both the distinct allowances had their origin from remote point of time in the past and they came to be paid to the respective categories of employees under different orders or authority and were keeping periodical revision from time to time in the respective levels with no differentiation in the mode of treatment of each though the rates are different. But it is pertinent to note that the parity in the difference in regard to the mode, rate, time and period of enhancement or revision has been maintained. Here the payment curtailed is not an approved and existing payment or one in approved practice. Discernibly the proceedings dated 23-07-1998 do not apply

to Dredger Crew. There is no violation of Section-9A of ID Act, 12(3) Settlement, Item-36 or Item-8 of IVth Schedule of ID Act. There is no withdrawal of any right or privilege owing to the reduction of Tea Allowance effected just in order to rectify a slip. There is no violation of protection of an existing right. Hence the claim of the Petitioner Union for restoration of the rate of Tea Allowance, to stop recovery of the amount at Rs. 500 per month from the salary and for the reimbursement of the excess already made is not justified. Though it is canvassed for the contention that there is no provision in the ID Act to recover any amount from the employee in terms of the decision of the Punjab and Haryana High Court, the same decision cannot be aptly made applicable to the facts of the case on hand since the recovery is strictly not one in terms of the provisions of the ID Act. The recovery is made by the departmental authority of an amount overpaid due to clerical error, to set right which the department is clothed with the authority to do so because in the absence of it errors even clerical will have to be allowed to continue in perpetuity without being remedied to the risk and detriment of all concerned. Another aspect is that while an Industrial Adjudicator may not be able to order recovery of excess paid in the absence of a provision in the ID Act that embargo is not with the executive. The dictum in the decision in 2009, IV, LLJ.699 of the same High Court forbidding recovery of payment made under erroneous interpretation of rule is patently not applicable to the facts of the case in view of the very couching words in the decision as this is not a case of an over payment due to erroneous interpretation of a rule. Hence the Petitioner Union is not entitled to the demands in its entirety. However, I am of the view that there shall be an order not to recover the remainder of the excess already paid or drawn by the Dredger Crew employees while they shall not be entitled to continue to receive or be paid at the rates payable to the Marine Crew employees not working in the same department in which the Dredger Crew employees are working. There shall also be an order that the Dredger Crew employees are not to be entitled to the reimbursement of the already recovered allowance as being paid to them excessively. Ordered accordingly.

14. Resultantly, the action of the management of Chennai Port Trust to substantially reduce Tea allowance which the employees in Dredger Crew (Engineering Department) were enjoying at enhanced rates from time to time on par with Marine Crew and the recovery of the Tea Allowance is justified. It is further ordered that recovery of the already paid excess amount be discontinued and that the Dredger Crew employees are not entitled to the reimbursement of the already recovered excess payments.

15. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th September, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner :	WW1, Sri G. M. Krishnamurthy
For the 2nd Party Management :	MW1, Sri P. Solaimuthu

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ex. W1	01-01-1997	Statement on wage revision
Ex. W2	May, June 1999 May 2002 Aug., Sept. 2005	Salary Bill Statement
Ex.W3	16-08-2007	Union raised dispute before Dy. Chief Labour Commissioner
Ex.W4	01-11-2007	Chennai Port Trust filed counter to Asstt. Labour Commissioner
Ex.W5	13-11-2007	Union letter to Chairman Port
Ex.W6	10-12-2007	Trust Chennai Port trust letter to Union President
Ex.W7	28-08-2008	Dy. Chief Labour Commissioner failure report
Ex.W8	16-02-2009	Ministry of Labour refer to adjudication-order
Ex.W9	16-03-2009	Industrial Tribunal notice
Ex.W10	-	List of employees—recovered
Ex.W11	18-07-2009	amount list FC Thangam Dept. Transfer to Marine Dept.
Ex.W12	29-06-2009	Engineering Department who are to be transferred to Marine Department

On the Management's side :

Ex.No.	Date	Description
Ex.M1	28-08-1980	Chennai Port Trust Proceedings
Ex.M2	07-12-1982	Chennai Port Trust Proceedings
Ex.M3	15-07-1998	18(1) Settlement
Ex.M4	17-08-2005	Chennai Port Trust Proceedings
Ex.M5	-	Schedule of employment
Ex. M6	-	Nature of Work (Dredger & Marine)
Ex.M7	-	Pay-Slips (Dredger & Marine)

Ex.M8		Dredger Crew Engineering Department eligible Tea Allowances
Ex.M9	15-03-2006	In recovering the excess payment
Ex.M10	29-05-2007	Letter from the Marine Employees to the Chief Engineer

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 20/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-2010 को प्राप्त हुआ था।

[सं. एल-12012/229/03-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th September, 2010

S.O. 2626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2004) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 22-9-2010.

[No. L-12012/229/03-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 20 of 2004

Between

Sh. Yad Ram S/o Sh. Amar Chand
Village & Post Bhukrari,
District- Mathura.

AND

The Dy. General Manager,
Syndicate Bank, Zonal Office
IRCCell, University Road Bhawanipuram, Mathura.

AWARD

- Central Government, MOL New Delhi, vide Notification No. L-12012/229/2003-IR(B-II) dated 24-03-04 has referred the following dispute for adjudication to this tribunal.
- Whether the action of Syndicate Bank in terminating the services of Sri Yad Ram Messenger w.e.f. 29-09-2002 is legal and justified? If not, what relief. Brief facts are that the claimant Sri Yad Ram has filed his claim statement praying that the order of termination of services by the opposite party be declared as illegal and he be directed to be reinstated in the service of the opposite party.

It is stated that he was engaged in the year 1982 on the post of messenger by Syndicate Bank Bhukrari District Mathura. The work was of permanent nature and he was made permanent on the post of messenger on 1-7-1995. His work was satisfactory. Opposite party has deposited the regularly the amount of bonus. But the opposite party did not regularize him, whereas the claimant has been regularly demanding for his regularization. Thus he continuously worked since 1985 to 29-9-2002 with the opposite party. When he demanded for regularization, getting aggrieved the opposite party terminated his service verbally. After termination of service one Manjeet Singh was engaged. Post of messenger is still in existence and some juniors are still working on the post. Therefore, the action of the opposite party is in violation of section 9-A, 25F, 25G and 25H of Industrial Disputes Act and Article 14 and 16 of Indian Constitution.

Opposite party has filed written statement. It is alleged by them that the claimant was engaged as a casual labour by Bhukrari Branch of the bank District Mathura on daily wage basis during the period July, 1995 to 28-9-2002. He was paid coolie charges on daily basis by debiting to contingency expenses. Work was purely casual in nature. There was no employer and employee relationship between the bank and the claimant. It was need base casual work. Claimant did not hold any regular and permanent post in the bank. He was not appointed on the post of messenger on regular and permanent basis. He was never issued any appointment letter, therefore, question of issuance of termination letter does not arise. His name was never sponsored by employment exchange and he was never interviewed as per laid down procedure; therefore, there was no question of absorption of the services of the claimant. It is that the claim of Sri Yad Ram is not covered by section 25F, 25G and 25H of the Act and the opposite party has not committed any breach of any of the provisions of the Act. It is also alleged that he has never worked continuously in the bank for 240 days or more in a year. Other pleadings of the claim statement are denied and contradicted.

Perused the record carefully and thoroughly. Both the parties have adduced oral evidence. Claimant has adduced himself as W.W.I and opposite party has adduced Sri S.P. Srivastava, Manager Syndicate Bank as M.W.I. M.W.I has specifically stated on oath that Sri Yad Ram was engaged as a casual labour at Bhukhrari branch district Mathura and he was being paid on daily wage basis. He never worked on any regular post. He never marked any attendance of his presence. He never worked on the post of messenger or sub-staff. His name was not sponsored either from employment exchange or any other prescribed agencies. He was never interviewed and he was not issued any appointment letter and there is no provision in the bank rules to appoint a person on a regular post by a bank manager.

Sufficient opportunity was given to the claimant to cross-examine the management witness but no cross-examination has been made so his statement is uncontroverted.

On the basis of evidence this fact is established that the claimant was never appointed in a regular way on the post of messenger or sub staff by Bhukhrari branch whereas he was engaged as a casual labour on daily wage basis according to the need of the work.

Next point of dispute is whether the claimant had worked for 240 days or more in a calendar year with the opposite party. I have examined the documentary as well as oral evidence on this point also. W.W.I the claimant in his cross-examination clearly admitted that he worked only for 70 to 75 days in a year. He also admitted that he was being paid wages only for days on which he actually worked. He also admitted that he was neither interviewed nor was issued any appointment letter. In documents he has filed three applications which are alleged to have been given by the claimant to the management which are of the period of 2002, but there is no postal receipt or any receipt or stamp of the opposite party department. The claimant is not entitled to get any relief on the basis of these documents. The claimant has also filed photocopies of pass book alleging that the opposite party has been making payment of the bonus but there is no solid or reliable evidence filed by the claimant on this point. It is true that the initial burden lies on the claimant to prove that he has worked for 240 days or more in a calendar year before preceding his termination but he has failed to prove this fact, whereas he clearly admitted that he had worked for only 70 to 75 days in a year.

Therefore, on this point also the case of the claimant is not found genuine.

In the plaint he has alleged that some juniors have been engaged by the opposite party at the post or which he was working but there is no evidence adduced by the claimant therefore, this point is also not found genuine in favour of the claimant. Therefore, considering all the facts and circumstances of the case I am of the view that the claimant has failed to prove his case. Accordingly reference is decided in favour of the opposite party and against the claimant.

RAM PARKASH, Presiding Officer

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भावनगर के पंचाट (संदर्भ संख्या 1/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-09-2010 को प्राप्त हुआ था।

[सं. एल-12011/57/93-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th September, 2010

S.O. 2627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 01/2009) as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 24-09-2010.

[No. L-12011/57/93-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHREE S.S. PANCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR

Complaint I.T.C. No. 1 of 2009

[In Reference I.T.C. (Old) No. 11 of 1993]

Complainant : Dilipbhai Bhikhabhai Mandaviya,
C/o. Bhavnagar Jilla Mazdoor Sangh,
Lal Vavta, Bhavnagar

V/s.

Opponent : (1) State Bank of India Nilambaugh,
Bhavnagar
(2) President, State Bank of India
Employees Consumers Stores Ltd.,
Nilambaugh, Bhavnagar.

APPEARANCES :

Mr. Kiran M. Gandhi, Advocate for the Complainant

Mr. Nagesh ...

AWARD

1. The present Complaint has been filed by Mr. Dilipbhai Bhikhabhai Mandaviya against State Bank of India, Bhavnagar and against the President, State Bank of Saurashtra Employees Consumers Stores Ltd., Bhavnagar under the Section 33-A of the Industrial Disputes Act, before this Tribunal. The complainant has prayed in his complaint that, the opponent may not restrict to the complainant to perform his duty, and may not any change in his service condition during the pendency of the said complaint.

2. Meanwhile, both the parties have produced their documentary evidences in the present complaint. During this time, complainant Mr. Dilipbhai Mandaviya had given his free consent to put his complaint before the Lok Adalat arranged on the 18-08-2010 by this Tribunal. Therefore, the said complaint had taken on hand for the conciliation proceedings on the 18-08-2010 before the Lok Adalat. Meanwhile, complainant Mr. Dilipbhai Mandaviya has given a purses vide Ex. 26, and has requested that, after reserving his right to reopen this complaint in future, he withdraw the present complaint filed by him. Looking to the confession in the pursed Ex. 26, this Tribunal has not to do anything more in the present complaint. Therefore, the permission asked by the present complainant, is necessary to grant. Hence, the present complaint is withdraw by the complainant and therefore, the complaint is disposed off accordingly. Therefore, this Tribunal, order as under :

ORDER

1. The present complaint is withdraw by the complainant vide Ex.26, and hence permission to withdraw the said complaint is granted, and therefore the present complaint is disposed off accordingly.

2. No order as to cost.

Bhavnagar

Dated 25-8-2010.

S.S. PANCHAL, Industrial Tribunal

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्पोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ संख्या 09/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-2010 को प्राप्त हुआ था।

[सं. एल-12012/81/06-आईआर(बी-II)]

प्रधान सचिव, डेस्क अधिकारी

New Delhi, the 24th September, 2010

S.O. 2628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.09/2007) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workmen, which was received by the Central Government on 22-9-2010.

[No. L-12012/81/06-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**IN THE COURT OF SH. SATNAM SINGH,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-L/C-II,
GOVERNMENT OF INDIA, MINISTRY OF LABOUR
AND EMPLOYMENT, ROOM NO. 33, BLOCK-A, GF,
KARKARDOOMA COURT COMPLEX,
KARKARDOOMA, DELHI-110032**

I.D. No. 09/2007

Dated: 6-09-2010

In the matter of dispute between:

Shri Sunil, Son of Shri Suraj Bhan
Village Naya Gaon, P.O. Bahadurgarh,
Jhajjar (Haryana)

...Workman

Versus

The Senior Manager,
Corporation Bank, Bahadurgarh.

...Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/81/2006-IR(B-II) dated 12-02-2007 has referred the following Industrial dispute on this Tribunal for adjudication:

“Whether the action of the management of Corporation Bank in terminating the services of Shri Sunil son of Shri Suraj Bhan Sub-staff w.e.f. 16-12-2005 is just and legal? If not, to what relief the workman is entitled?”

The workman filed his statement of claim in May, 2007. Written statement to the claim of the workman was filed by the management. After completion of the pleadings, the case was fixed for recording evidence of the workman. Today, i.e. 6-09-2010 when the case was fixed for cross-examination of the workman, the workman appeared in person and moved an application for

withdrawal of this case. He has submitted in the application that due to settlement with the management, Corporation Bank, he has joined his services in the management bank and so he wants to withdraw this case. Authorized Representative of the workman has submitted that the workman is not interested in the outcome of this reference and he has no dispute left with the management. As per this plea of the workman, a no dispute award is passed in this case.

SATNAM SINGH, Presiding Officer

Dated: 6-09-2010

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2629.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारी श्रम व्यावालय, कानपुर के पंचाट (संदर्भ संख्या 68/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-2010 को प्राप्त हुआ था।

[सं.प्ल-12012/41/97-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th September, 2010

S.O. 2629.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/98) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 22-9-2010.

[No. L-12012/41/97-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 68 of 98

Between

The Assistant General Secretary,
UP Bank Employees Union,
426-W-2 Vasant Vihar, Kanpur.

And

The Zonal Manager,
UCO Bank, 23-Vidhan Sabha Marg,
Lucknow.

AWARD

1. Central Government, MOL New Delhi, vide Notification No. L-12012/41/97-IR(B-II) dated 23-04-98 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of management of UCO Bank in refusing to allow Sri P. N. Dwivedi, Clerk-cum-typist to officiate in posts carrying special allowance from 6-01-92 to 11-09-95 is legal and justified? If not, to what relief the said workman is entitled?

3. Brief facts are—

4. Claimant Sri Dwivedi has filed his claim statement through the Asstt. General Secretary, U.P. Bank Employees Union, alleging that the action of the management in refusing to officiate in the post carrying special allowance from 5-01-91 to 11-09-95 was illegal and the claimant be allowed the officiating allowance for the post of special assistant. It is alleged that he is a graduate and an ex-serviceman retired from the Indian Air Force. Thereafter he applied for the post of Clerk-cum-typist in UCO Bank and he was appointed as Clerk-cum-typist on 27-11-76.

5. It is an admitted fact of both the parties that the opposite party has issued a circular dated 07-12-91 wherein it is provided- (i) Weight-age for defence service will be given at the rate of 5:1 i.e. for every five years of service in the armed forces weight-age of one year will be given subject to the maximum of two years. (ii) This weight-age is also available to ex-servicemen for selection to the post of special assistant which is a special allowance carrying post in clerical cadre, (iii) the ex-servicemen may exercise option for the allowance carrying special post.

6. It is alleged by him that he submitted his option for the allowance carrying post of special assistant *vide* his letter dated 06-01-92, thus exercising the option he became eligible for two years seniority for graduation and two years seniority for ex-servicemen in terms of the promotion policy settlement, thus his notional date of appointment became 27-11-72. Therefore, on the basis of ex-servicemen and notifications he became eligible for the post of special assistant as from 06-01-92 on permanent basis as also for officiating chances as special assistant.

7. It is stated that the opposite party bank made queries from the head office as to whether the benefit of weight-age two years will be available to the ex-service-men for officiating in temporary vacancies of special assistants. Meanwhile bank promoted Sri S.S. Joshi and Sri R. N. Tiwari who were junior to him to the post of special assistant. The facts regarding this promotion has been

elaborated in paragraph no. 11 of the statement of claim but during the arguments the authorized representative for the claimant admitted that this Para has become redundant so I did not need to elaborate these facts. As regards the query made by the bank from the higher officers it was replied that the benefit of weight-age will also be available for officiating as special assistant in temporary vacancies. But due to high handedness of the local management despite repeated requests, the officiating chances were denied to him. This drama of seeking clarification prevailed until 12-09-95, when the manager of the bank advised to the claimant that officiating chances will be allowed to him from prospective effect. Thus the management has deliberately caused monetary loss to the claimant. Therefore, the claimant has made the aforesaid prayer.

8. The opposite party has filed the written statement.

9. The opposite party bank has admitted the issuance of the aforesaid notifications as mentioned by the claimant. But it is stated that the claimant has not submitted any evidence that when the open notifications for selection for the post of special assistant were issued by the employer for Bhelupura and Hardwar Branches, he had applied for the same and thereafter he was denied. It is stated that after the issuance of the open notification every employee has to be given chance to apply and after receiving the application when it is found that whosoever be the senior then those employees are given chances to officiate. AS such Sri S. S. Joshi and Sri Tiwari were given the post of special assistant. Sri Dwivedi is not entitled to be given any post of special assistant on permanent basis. It is denied that any clerk junior to the claimant has been given and allowed to officiate. It is stated that as per banks promotion policy it is provided—entrustment of duties carrying functional special allowance or attracting officiating allowance under BPS on temporary basis shall be made in exigency of bank work and requirement. It is stated that since the bank has already paid the officiating allowance for the impugned period to some other employees and Sri Dwivedi had not worked in officiating capacity at the branch, he is not eligible to receive the officiating allowance for the period he had not worked. It is also stated that this is not an industrial dispute, therefore, they have prayed that the claim statement be rejected.

10. Rejoinder has also been filed by the claimant but nothing new has been detailed therein except reiterating the facts already pleaded by him in his claim statement.

11. Both the parties have filed documentary evidence and adduced oral evidence.

12. Claimant has adduced himself as W.W.1 and opposite party has adduced one witness Sri Balbir Singh who is manager as M.W.1.

13. Heard the arguments and peremptorily directed:

14. During arguments the authorized representative for the claimant has admitted pressing upon a notification dated 07-01-92 Extn. No. W-2 which is in regard to the weight age benefit for ex-service men and reemployed in the concerned branch. This notification has also been admitted by the opposite party. It is not disputed that the worker was engaged on 27-11-76 as Clerk-cum-typist. This claimant has joined in December 1991. Claimant is alleging that immediately after issuance of the notification he gave his application for application dated 06-01-92 which is paper no. W-1/1/1. This application has also been filed by the opposite party which is paper no. 14/1 of the opposite party. Opposite party has not denied the moving of this application. During arguments opposite party contended that the claimant has not given any proof regarding that he has been an ex-service man. Whereas claimant has himself however stated that he has disclosed this fact in his application and all other particulars were mentioned in the service record. The claimant has drawn my attention towards paper no. Extn. W-11 dated 12-01-92, this letter has been written to the branch of the bank of the concerned employee in the divisional office of the bank seeking opinion on the application given by Sri Dwivedi, seeking advice whether such two years seniority be given to Sri Dwivedi on temporary officiating as special assistant on day-to-day basis. Opposite party has not denied the existence of this letter. Where after the claimant has been writing another letter to the bank which are paper no. W-1/6.

15. During arguments the authorized representative of the opposite party conceded that a right has accrued to the claimant but that has accrued from prospective date and not from any retrospective date. In this respect attention was drawn by both parties towards letter dated 12-09-95. This is letter filed by the claimant is signed by the bank to the claimant. It stated that the temporary officiating will be given to the claimant from prospective date of separation from any retrospective date as per information received from division office Lucknow.

16. When I put a query before the representative for the bank that on one side you are saying that the claimant was not eligible as he was not filed the proof of being ex-service man and secondly by issuing this letter date 12-09-95 you are saying that you will get the benefit of temporary officiating from the prospective date. When I inquired that both the things are contradictory he conceded that the claimant was, and then he could not explain the logic behind is and stated that is the claimant has to be given any allowance that could be only for the period 06-01-92 to 11-09-95.

17. I have considered the oral evidence also. Claimant has proved all the documents. This is a case based mainly based on documentary evidence. Moreover, M.W.I stated in the evidence that he was not posted during the relevant period at the concerned branch. M.W.I stated that after the issuance of the notification regarding ex-service man, the claimant had applied to claim his seniority but he stated that the claimant was not selected as he was not the senior most and there were other employee, who was senior to him. But I think that the evidence given by M.W.I is not in regard to the circumstances which have been alleged by the claimant. The claimant has specifically seeking relief on the basis of circular issued by the bank regarding weight age given to the ex-service man in their seniority. This matter has not been dealt with by the opposite party either in evidence or otherwise. And when the matter was dealt by the opposite party it was too late they have issued the letter dated 12-09-95. It appears to be deliberate today.

18. Therefore, in my view the evidence given by the claimant that just after issuance of the notification regarding weight age of ex-service men he has moved an application and submitted his option, this evidence is believable and reliable. This application has not been dealt with by the opposite party within a reasonable time and the claimant has been denied the benefits accrued to him on account of his seniority which has caused monetary loss to him.

19. Claimant has also alleged that one Mr. Gaur who was junior to him has been promoted. I have examined this point. Claimant has not mentioned the name of Sri Gaur in his pleadings so evidence cannot be given beyond the pleadings. More this fact has not been proved.

20. Claimant has discharged his burden by moving his application dated 06-01-92. Now it was for the opposite party to pass a suitable order on the application of the claimant. Whereas no such order has been passed and when the order was passed it was too late.

21. Therefore, considering the facts and circumstances of the case I find that there is a force in the contention of the claimant and there is no force in the contention of the opposite party management. The action of the opposite management does not appear to be just and bonafide and according to law. In view of foregoing discussions, the reference is decided in favor of the claimant and against the opposite party. Reference is answered accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 24 सितम्बर, 2010

का.आ. 2630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 26/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-10 को प्राप्त हुआ था।

[सं. एल-12012/4/06-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th September, 2010

S.O. 2630.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2006) of the Central Government Industrial Tribunal/Labour Court-1, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 22-9-10.

[No. L-12012/4/06-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.**

Case I.D. No. 26/2006

Shri Jaspal S/o Shri Fauja Ram, Village PO Panj Goraian, Tehsil Batala, Gurdaspur—Punjab.

...Applicant

Versus

The Manager, Punjab & Sind Bank, Village & P.O. Panj Goria, Tehsil- Batala, Gurdaspur.

...Respondent

APPEARANCES

For the Workman : Shri R. P. Rana

For the Management : Shri Sapan Dhir

AWARD

Passed on : 25-8-10

Government of India vide notification No. L- 12012/4/2006-IR(B-II), dated 02-06-2006 by exercising its powers

under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal.³

"Whether the action of the Bank Manager of Punjab & Sind Bank, Jalandhar branch, in terminating service of Shri. A. S. Patel, Employee No. 110052305 without complying with the requirements of Section 25F, G & H of the I.D. Act, 1947 is legal? If not, to what relief the workman is entitled?"

After receiving process notice and duly informed, Parties appeared and filed their respective pleadings. It has been the case of the management on behalf, that he was appointed by the bank as temporary employee in the year 1976 i.e., before the date of 1st July, 2005. His services were terminated by the bank without giving him any notice specifying him one month's notice in lieu of notice. He was not even paid any severance/terminal dues before termination. His services were terminated by the workman himself whom was engaged by the bank after the termination of his services, thus affording him the opportunity to leave. After analysis of the above facts, the workman has contended that such termination is illegal and violative against the provisions of the Act. Accordingly, the workman has sought for setting aside the termination of term contract and reinstating him with reasonable benefits.

The management on the other hand, has denied and opposed the claim of the workman by filing a written statement. Preliminary objection was taken by the court of the workman is bad to delay and lateness of the statement by the management that workman has worked as temporary employees for daily waged basis for 240 days. In entire written statement it is not denied by the management that workman did not completed 240 days of work in the preceding year from the date of his termination. Moreover, in para No. 2 of "Reply of Plaintiff" it is conceded by the bank that the workman was engaged as temporary peon as per the requirement of the bank which on completion of 240 days does not impede any right of the workman. It means the management has claimed of the working of the workman for 240 days in the preceding year from the date of his termination.

One more issue has been raised by the management that workman was appointed as temporary daily waged worker which does not afford any right for regularization of his services.

During the parties were also provided the opportunity for adducing evidence. Oral evidence was recorded. On direction of this Tribunal management has filed the copies

of the vouchers. Workman has also filed certain papers which are the copies of the departmental correspondence between the Branch Manager in which the workman was working, to the senior officers of Head office. These documents have been marked as W2 to W7. The management has not even raised any objection in the contents of the documents as well.

I have heard the parties at length. I have also perused the entire materials on record. The first issue raised by management is that the claim of the workman is bad and barred by delay and laches. In this regard I am of the view that just after the termination of the services of the workman, workman filed a writ before Hon'ble High Court of Punjab & Haryana. It was on the direction of the Hon'ble High Court of Punjab & Haryana that an industrial dispute was raised before ALCO/Conciliation Officer, Jalandhar and on account of failure of conciliation report, the Central Government referred the reference to the jurisdiction of this Tribunal for adjudication. So, in my view, in view of circumstances of the case there is no bar of time for the industrial dispute by the workman.

Another issue raised by the management is that the workman was engaged as a temporary casual worker and his services cannot be regularized. It is also been contended by the management that the jurisdiction of Industrial Disputes Act is not available in this case because he is a temporary casual staff and does not have right to post. No doubt, against the settled practice and pleadings, the management has referred to certain rules of law settled down by Hon'ble the Apex Court in its judicial pronouncements. While arguing the case, learned counsel for the management has also referred and relied upon the following two case laws 2008(1)SCC(L&S) 262 and 2009(1)SCC(L&S) 263. I have also gone through the entire case laws referred and relied upon by the management and the workman.

It is true that a daily waged worker has no right to post. It is also settled law of service jurisdiction that protection of the provisions of the Industrial Disputes Act is available even to the casual temporary workers. The recent principle of service jurisprudence is that the extent of the provisions of the Act are now available even to a part time temporary worker working with the management even for half an hour. The workman has worked as temporary full time daily waged worker. Thus, every one of the provisions of Industrial Disputes Act is available to the workman.

In my view the issue of regularization of the services of the workman is quite different than the issue of post when

of provisions of the Industrial Disputes Act. There are certain protections which are available to a temporary daily waged worker. Two protections have been mentioned by the workmen in his claim. The first is that his services were terminated by the management without issuing notice or payment of one month wages in lieu of notice and without payment of lawful terminal dues. The second issue raised by the workman in his claim is that new hands were engaged after termination of his services without providing him the opportunity to work. The second issue regarding the engagement of fresh workers has been proved to be in garlanding words. No evidence was adduced by the workman on this issue. So the second issue raised by the workman regarding the violation of the provisions of Industrial Disputes Act has not been proved.

So far as the first issue, that his services were terminated without complying with the provisions of the Act, instead of the fact that he has completed 240 days of work in the preceding year from the date of his termination is well proved. It is not denied that workman has not worked 240 days in the preceding year from the date of his termination. The management has stated that he has intermittently worked. But in spite of the directions of the Tribunal, the management failed to file relevant original register to prove that workman has worked intermittently. On 30-03-2010, the cross-examination of management witness Shri B.S. Grover was recorded and this Tribunal directed the management to place on record the original general charges register. On next date of hearing i.e. 05-05-2010 the witness of the management and the management informed this Tribunal that register after 30-04-2002 is not available. No reasons were mentioned by the management for non-production and non-availability of the register. Accordingly, adverse inference shall be taken against the management. The adverse inference shall be that the contention of the management that workman has intermittently worked is not acceptable.

The Industrial Disputes Act does not bar the termination of any daily waged worker. It regulates the termination. The termination of a daily waged worker is regulated in the sense that if the services of the daily waged worker are no more required and he has completed 240 days of work in the preceding year from the date of his termination, the services can be terminated as per the provisions of the Act after giving one month notice or one month wages in lieu of notice and after payment of lawful terminal dues. If it is not done, the termination will be void and illegal.

In this case, the workman has worked 240 days of work in the preceding year from the date of his termination and his services were terminated without notice or without payment of lawful terminal dues against the provisions of the Act which makes his termination void and illegal.

When the services of a workman have been terminated against the provisions of the Act and the same has been declared to be void and illegal by the Tribunal, there are two possible remedies available to the workman. The first remedy is the reinstatement of the workman on the place he was previously working with the bank. At the cost of repetition this reinstatement has no concern with the regularization of the services because the decision on the regularization of the services is to be taken by the management strictly as per the rules. The management has mentioned a scheme in the written statement but cut off year in the scheme was not available to the workman. Workman was engaged in the year 1995 and the cut off year in the scheme was 1989. I am unable to understand under what circumstances and for what purpose the management has mentioned this scheme. One thing is clear in the scheme that there has been an understanding between the management of the bank and the workers' union to regularize the services of those temporary workers who have completed 240 days of work by the cut off year. As there is no scheme for the period in question, this Tribunal is unable to express view on the regularization of the services of the workman. But this Tribunal is also of the view that management shall deal with the issue strictly as per provisions of the law.

The second remedy may be the payment of reasonable compensation. In my view, the Tribunal should prefer the remedy of reinstatement of the workman and in exceptional circumstances the remedy of payment of reasonable compensation should be provided with. Considering the facts and circumstances of the case, and entire departmental proceedings relating to the services of the workman, I am of the view that workman is entitled for the reinstatement of the services with 50 per cent back wages. The management of the bank is directed to reinstate of the workman into the services on the same position he was working prior to his termination along with 50 per cent of the back wages within one month from the date of publication of the award. Let Central Government be approached for publication of Award and, thereafter, file be consigned to record room.

नई दिल्ली, २५ अगस्त १९८८।

कारा.आ। २६३।—ऐतोरिक विभाग की विवाद, १९५७ (१९५७ का १४) की धम्पा १८ के अनुसार भू-क्षेत्रों पर विभाग अधिकारी को टैट्स ट्रस्ट के प्रबंधित उन संस्थानों द्वारा देखा जाने के लिए अनुबंध में सिर्विय औष्ठार्गिक (साइरिय औष्ठार्गिक) अधिकारण/अधिकारक शब्दों का अनुवाद करने के लिए विवाद (२००१) को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा २००१ के द्वारा प्राप्त हआ था।

〔東京人間〕 1700-1800年（後半）

અધ્યાત્મ મનોરંજિની વિશે

New Delhi, the 2nd August 1947.

S.O. 2631.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2009) of the Central Government Industrial Tribunal Labour Court, Kolkata, now as specified below in respect of the Industrial Dispute between the employees in relation to the management of Kolkaia Jute Mill and their workman, which was received by the Central Government on 22-09-2010.

(N=1-3)(H-7),R(B-4)

SUSPENDED FROM THE POST OFFICE

ANNEX II

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT KOLKATA**

Reference No. 027003

Parties : Employers in relation to the management of
Kolkata Port Trust

110

Their Workings

Present: Mr. Justice Manik Mohan Mukherjee,
Presiding Officer

Appearance:

On behalf of the Management

On behalf of the Workmen - None

State : West Bengal Industry : Text & Cloth.

Dated : 15th September, 2010

AII.123

By Order No. L-320117/2008-I(R/B-II), dated 10-2-2009 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the author of the report of Kishan Lal's test, in filling up the water division, chose Selection Faculty, a Senior Secondary School Engineer, or even a panel of Upper Division Engineers, seems to us to be quite Kishan Lal's prerogative, while we are not in a position to inquire into the procedure of the Engineering Department, particularly in respect of the 12% of common land which seems to have been specifically reserved for

The next stage is called synthesis, in which the "sum" of the individual elements is synthesized. This step is also known as the "stage of synthesis" or "stage of synthesis and analysis." It is a process where the individual elements are combined to form a single entity.

3. The service of records in respect of the
Card Royal case has been issued to the Secretary of State
by P.C.H.R. dated 10/10/67. However, there has been no
observation or order dated that day in respect of the
authorised payment of a fee of the amount of £100.00.
of the workers' compensation referred to above.
It is also observed that the notice was signed by the
Post with A.O. as a payment of respects to the Post
for that reason, the notice to the workers' compensation
presumed to be delivered. That is to say, the
observation of the last date that the notice was
passing on, it also serves against the workers' compensation
date and the workers' compensation referred to above,
to appear before the Tribunal and hearing that
today none is given on behalf of the workers' compensation
so it can and is to be taken that the workers' compensation
interested in proceed with this reference and that
was notified at their instance.

In some circumstances it is possible to conduct dry research under the supervision of the research union that there is no risk to any industrial enterprise at present and at no time can it be dispersed or. An Award is accordingly as follows:

JUSTICE MARY JUDYAN NARINS, writing

$$(\partial_t^{\alpha} \partial_x^{\beta} u)^{1/2} \leq C \delta^{-1} \|u\|_{L^2(\mathbb{R})}^{1/2} \|u\|_{L^{\infty}(\mathbb{R})}^{1/2}$$

New Delhi, the 24th September, 2010

S.O. 2632.—In pursuance of Section 47 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2007) of the Central Government Industrial Tribunal-cum-Labour Court Chandigarh (No. 1), as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, Region-II, Zonal Office, and their workmen, received by the Central Government on 24-09-2010.

[No. L-12012/56/2006-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.CUM-
LABOUR COURT CHANDIGARH.**

Case No. I.D. 3/2007

Smt. Pooja wife of Shri Naikhan Singh
Block A-17, Sector-23, SDA Colony,
Vikash Nagar, Shimla-9 HP.

....Applicant

VERSUS

The Assistant General Manager,
State Bank of India, Region-II,
Zonal Office, Shimla (HP).Respondent

APPEARANCES

For the workman : Workman in person.

For the management : Shri P.C. Heer Branch Manager SBI

AWARD

Passed on 7-9-2010 at Shimla Camp.

Central Govt, vide notification No.L-12012/56/2006-IR(B-I), dated 22nd of January, 2007 has referred the following dispute to this Tribunal for adjudication:

' Whether the action of the management of State Bank of India, Shimla in terminating the services of Smt. Pooja, Part time sweeper w.e.f 29-7-2005 is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from which date?"

Parties appeared and filed their respective pleadings. Parties were also afforded the opportunity for adducing evidence. Evidence of all the witnesses was recorded in Camp Court at Shimla. Management also filed photocopies of all the cheques received by the workman.

The case of the workman in nut shell is that she was employed by the respondent management on the post of sweeper on 9-6-2000 in New Shimla Branch of the State Bank of India. Her services were terminated on 29-7-2005 without notice or one month pay in lieu of notice and retrenchment compensation. Apart from sweeping work,

the workman was also entrusted other misc work of the bank for which she was paid Rs. 50 as daily wages. Her termination is illegal and void being against the provisions of the I.D. Act, 1947. On the basis of above, the workman has prayed for setting aside her termination and for her reinstatement in the service of the bank with all the consequential benefits including back wages.

The management appeared and opposed the claim of the workman by filing written statement. The management has challenged the employer and employee relationship between the workman and the management with the contention that she was engaged through a contractor on payment of Rs. 700 per month for operating the generator and submitted the documentary evidence relating to payment of Rs. 700 per month by cheques to the workman on behalf of the contractor.

Case was fixed for hearing in Camp Court at Shimla. Evidence of the workman was recorded and on behalf of the management one Shri P.C. Heer was cross-examined by the workman and the Tribunal.

There is no dispute regarding the period of the work of the workman with the management. The dispute is relating to employer and employee relationship. The contention of the workman is that she worked on daily wages and was entrusted with the sweeping work and other misc work for which she was paid Rs. 50 per day. This contention of the workman was admitted by the witness of the management. It is specifically stated by the witness of the management that Rs. 50 per day was paid to her from petty cash for the work she was discharging for the bank. On the work, workman was entrusted by the bank, the witness of the management has stated that she was doing all the misc. work such as preparation of tea, distribution of dak etc. Thereafter the witness has specifically stated that sweeping work was also included the misc. work which was entrusted to the workman and Rs. 50 per day was paid to her from petty cash. It is further stated by the witness of the management that Rs. 700 per monthly was also paid to the workman for operating generator. Workman has also admitted, this that apart from working as sweeper and other misc. work entrusted by the bank, she was also operating generator for which she was getting Rs. 700 per month through the contractor.

It is not disputed that workman has worked continuously for 240 days in preceding year from the date of her termination. The cumulative effect of the evidence of both the parties is that the workman was working in two capacities. In first capacity she was getting daily wages @, Rs. 50 per day from petty cash from the bank. On the other hand she was also entrusted the work of operating the generator through contractor for which she was getting Rs. 700 per month. Therefore, for capacity No. 1, she was working for the bank for sweeping work and other misc. work like preparing of tea, distribution of dak etc. In such

position, as she was working for the management and was paid wages by the bank itself, and there existed master and servant relationship between the two.

Thus the termination of workman as sweeper and other misc. work she was entrusted by the bank was bad in law and void as no notice, one month pay in lieu of notice and retrenchment compensation was paid before terminating her services. Workman almost served for five years and one fine morning she was informed that her services were no more required. It is violative of principle of natural justice and provisions of the Industrial Disputes Act 1947.

Accordingly, there existed master and servant relationship between the workman and the management and this Tribunal is of the view that termination of the workman was illegal and void being against the provisions of the I.D. Act, 1947.

Wherever, termination of any workman is declared illegal and void on account of being against the provisions of the I.D. Act, 1947, there are two options to remedied the violation of rights of workman. The first option is reinstatement of the workman on the same post from which she was terminated and another is reasonable compensation. It is settled principle of service jurisprudence that the order of reinstatement should not be casual but priority should be given for reinstatement of the workman. If the conduct of the management in this reference is to be seen, it is apparently clear that management refused to have any relation with the workman and to prove its wrong and illegal contention, the management has tried to take the benefits of the cheques which were given to the workman through a contractor. The workman has served for more than five years and I am of the view that reinstatement of the workman on the position she was working immediately prior to her termination is the only appropriate remedy.

Accordingly, the management is directed to reinstate the workman with all consequential benefits within one month from the date of publication of the workman. Central Government be approached for publication of the award, and thereafter, file be consign to record room.

G. K. SHARMA, Presiding Officer

Chandigarh

7-9-2010

नई दिल्ली, 27 सितम्बर, 2010

का.आ. 2633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बाच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, न.-1, नई दिल्ली के पंचाट

(संदर्भ संख्या 16/2009) को प्रकाशित करते हैं, जो कला 14 का 27-9-2010 को प्राप्त हुआ था।

[म. एल-42011-49/2008-नि.सं.प्रकाशन]

संदर्भ संख्या 16/2009

New Delhi, the 27th September, 2010

S.O. 2633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2009) of the Central Government Industrial Tribunal-cum-labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 27-09-2010.

[No. L-42011-49/2008-नि.सं.प्रकाशन]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR R.K.YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURTS COMPLEX, DELHI
I.D. No. 16/2009.**

Shri Om Parkash S/o Shri Sohan Lal,
C/o CPWD Mazdoor Union, Room No. 95,
Barracks No. I-10, Jam Nagar House,
Shahjahan Road, New Delhi-110011.

VERSUS
The Director General of Works,
Central Public Works Department,
Nirman Bhawan,
New Delhi-110001.

... Managing Agent

AWARD

A contract labour was employed by Central Public Works Department (hereinafter referred to as the management) in its 'B' Division to perform works of sewerman, Assistant Engineers and Head Clerk, working in the office of Executive Engineer, 'B' Division issued certificates, projecting that contract employee is like an employee of the management. On 31st of July, 2002 the appropriate Government prohibited employment of contract labours by the management in fifteen categories, see annex was one of those categories. Since the contract labour was not treated as its employee by the management, he raised a demand for payment of wages at minimum of the time scale, applicable to a skilled employee, besides his regularization in service of the management. When his demand was not conceded to, he raised an industrial dispute before the Conciliation Officer. In the conciliation proceedings a stand

was taken that the claimant was an employee of the contractor, who was never engage by the management in its service. Conciliation proceedings failed and the Conciliation Officer submitted his failure report to the appropriate Government under sub-section (4) of Section 12 of the Industrial Disputes Act, 1947 (in short the Act). When failure report was under consideration with the appropriate Government, services of the said employee were allegedly terminated on 1st of January, 2009. On consideration of the failure report, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No. L-42011/ 49/2008-IR(DU), New Delhi, dated 17-2-2009, with following terms :

"Whether the demand of CPWD Mazdoor Union for regularization of services of Shri Om Parkash and payment of minimum time scale as skilled workman w.e.f. 11-1-86 by the management of CPWD, is legal and justified ? If yes, to what relief the workman is entitled to ?"

2. Claim statement was filed on behalf of Shri Om Parkash, pleading therein that he was initially employed as sewerman in 'B' Division of the management w.e.f. 7-11-86 thorough some fake contractor. He was paid directly by the management w.e.f. 1-6-99, as an unskilled workman. Appropriate Government abolished employment of sewerman through contractor w.e.f. 31st of July, 2002. Though claimant was paid minimum wages, fixed for an unskilled workman, yet he was entitled to payment of skilled worker, as per orders issued by the Director General (Works). As per judgement of the Apex Court in Surinder Singh [1986(1) S.C.C. 639], the management had issued orders for payment of equal pay for equal work to its daily rated workers. The claimant has been working with the management since long and non-regularisation of his services amounts to unfair labour practice. As per policy of the management, services of daily rated workers working on muster roll/hand receipt basis have been regularized in accordance with their seniority. However services of the claimant have not been regularized. 127 posts of Sewerman were sanctioned for regularization of the services of daily wager workers, as per directions of the Apex Court. Work of maintances of building etc. is covered under the Payment of Wages Act and the claimant is to be treated as permanent employee of the management. It has been claimed that Om Parkash is entitled for wages similar to sewerman of skilled category w.e.f. 11-1-86, besides regularization in services with all consequential benefits.

3. Claim was demurred by the management pleading that the claimant is not a workman within the meaning of clause (s) of Section 2 of the Act. Appropriate Government has failed to take the said fact into account, while making reference of the dispute for adjudication. In Uma Devi [2006 (4) S.C.C. 1] Apex Court ruled that engagement of employees dehors recruitment rules cannot be used to defeat very scheme of public employment. Direct

absorption of the claimant, without engaging him in accordance with due process of selection, would amount to violation of constitutional scheme of public employment. Appointment on daily wage basis is not an appointment to a post which may confer a right for regularization. The management disputes that the claimant was employed by it on the post of sewerman. Since he was never appointed nor he ever worked with the management, he is not entitled to any payment as alleged. No appointment letter was ever issued to him. He was never engaged as hand receipt/work order employee. Since he is not an employee of the management, there is no claim in his favour for payment of wages equal to that of a skilled employee, not to talk of regularization in service. The claim statement being devoid of merits, may be dismissed, pleads the management.

4. Om Parkash (WW1) and Shri B.K. Prasad (WW2) were examined in support of the claim. Shri C.N. Suresh, Executive Engineer, was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri B.K. Prasad, authorised representative, advanced arguments on behalf of the claimant. Shri A.K. Pandey, authorised representative, raised his submissions on behalf of the management. Written submissions were filed on behalf of the management have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

6. Shri Om Parkash swears in affidavit Ex. WW1A that he was initially employed as sewerman w.e.f. 7-11-86 in 'B' Division through fake contractor, whose name is not known to him. He was paid wages directly w.e.f. 1-6-99, as an unskilled workman. Wages were paid to him by the management, but in intervening period his wages were paid through the contractor. During pendency of his dispute before the Labour Ministry, his services were terminated w.e.f. 1st of January, 2009, without prior permission of the Conciliation Officer. He was performing his duties under director control and supervision of Junior Engineer, Assistant Engineer and Executive Engineer of the management. During course of his cross examination, he concedes that no appointment letter was issued to him. He projects that his wages were being paid by the Junior Engineer. He further unfolds that he worked at Enquiry Office, Krishna Menan Lane for a period of one year, worked at Enquiry Office, Kushak Road, New Delhi from 1986 to 1992, worked at Enquiry Office Sunchri Bagh Lane for about one year, worked at Enquiry Office, Chankya Puri, New Delhi, in the year 1995, worked at Enquiry Office, Curzon Road, New Delhi from 2002 till 31st of December, 2008, worked for a Enquiry Office Bharti Nagar, New Delhi in March, 2009, where he worked for a period of three months only. He presents that originals of Ex.WW1/3,

Ex.WW1/4 Ex.WW1/16, Ex.WW1/17, Ex.WW1/18, Ex.WW1/25, Ex.WW1/26, Ex.WW1/27, Ex.WW1/28, Ex.WW1/29 and Ex.WW1/32 are not available with him. He explains that he used to keep originals in his house, which was made of mud and thatched roof. His house had fallen, hence originals of the aforesaid documents were lost. He admits that there is a cutting on Ex.WW1/13, Ex.WW1/26, Ex.WW1/27, Ex.WW1/28 and Ex.WW1/29. He further admits that in Ex.WW1/26 his designation has been shown as that of a sweeper and not as a sewerman and in Ex.WW1/27 his designation has been recorded as beldar.

7. Shri B.K. Prasad (WW2) swears in his affidavit Ex.WW2/A that Om Parkash was initially employed as sewerman w.e.f. 7-11-86 in 'B' Division through some fake contractor. He was paid his wages directly with by management w.e.f. 1-6-99 as unskilled employee. The appropriate Government prohibited employment of sewerman as contract labour w.e.f. 31-7-2002. Om Parkash was paid minimum wages fixed for unskilled employee while he was entitled for payment as of skilled worker, as per orders of Director General (Works). In pursuance of judgment handed down by the Apex Court in Surinder Singh's case, the management issued orders for payment of equal pay for equal work to its daily rated workers, copy of which orders are Ex.WW2/2 and Ex.WW2/3. As per policy of the management, a daily rated worker is entitled for equal pay for equal work from the date of his initial employment till his services are regularised. Om Parkash was working as daily rated worker on work order and entitled to wages as per orders Ex.WW2/2 and Ex.WW2/3. The management has regularized services of its employees working on muster roll and receipt basis in accordance with their seniority, but services of the claimant has not been regularized. 127 posts of sewerman were created for regularization of services of daily rated workers, in pursuance of directions issued by the Apex Court. Work of maintenance of building is covered under Payment of Wages Act and the claimant is to be treated as permanent employee. 91 posts were again created by the management to regularize services of daily rated workers, in pursuance of a decision of the Apex Court. Even workers engaged through contractors are also entitled to same wages as are paid to employees of the management. A settlement was arrived at on 2nd of December, 2002, wherein the management has agreed to examine demand regarding regularization of daily rated workers by way of filing of all resultant vacancies of workers working in its establishment. The said settlement is binding on the management, which is Ex.WW2/7. Services of the claimant were terminated without taking prior permission as the matter was pending before the Ministry of Labour, Government of India. His termination is non-est and he may be treated on duty, in accordance with the provisions of section 33 of the Act.

8. Shri C.N. Suresh, Executive Engineer, swears in his affidavit Ex. MW1/A that the claimant was neither

employed by the management nor his services were terminated. There was no relationship of employer and employee between the parties. He was never recruited by the management, which fact was confirmed vide inter department communication dated 20-3-2008, which is Ex. MW1/1. Since the claimant was never engaged by the management there was no occasion to terminate his services. During course of his cross examination, he concedes that the claimant has raised dispute on hire the Conciliation Officer, before whom he filed claim in MW1/W1. It was replied vide Ex. MW1/W2. He concedes that notification Ex.WW1/1 was issued by the appropriate Government. He further concedes that daily rated employees are being paid minimum of scale besides other allowances as their wages, in pursuance of order Ex.WW2/2 and Ex.WW2/3. Maintenance work is being carried through contractors. They do not supply contract labours, but get maintenance work completed through their employees. He had not engaged any contractor to render services in job, which are prohibited on the strength of notification Ex.WW2/1. Payments are made to contractors, in presence of Junior Engineers.

9. When facts testified by rival parties are appreciated, contradictory stands taken by them emerge over the record. Claimant and his witness project that he was initially employed as sewerman in 'B' Division w.e.f. 7-11-86 through alive contractor. The management started paying his wages directly w.e.f. 1-6-99. On the other hand Shri Suresh highlights that claimant was never employed recruited by the management. According to him there is no relationship of employer and employee between the parties. In reply filed before the Conciliation Officer which is Ex. MW1/W2, management projects that the claimant was engaged and paid by a contractor. Therefore, out of facts unfolded by Shri Suresh and those placed before the Conciliation Officer, it crystallises that management projects that the claimant was an employee of a contractor to whom maintenance work was awarded.

10. To reconcile conflict in aforesaid claims, it is expedient to scan documents relied and projected by the parties, Ex.WW1/2 is a certificate issued by junior Engineer, 4/B Sub Divisions, wherein he certifies that Om Parkash was present on duty for whole of the month of February, 92. Ex. WW1/3 is a certificate issued by Assistant Engineer, B Division, wherein he confirms that Om Parkash is an employee of the management, who was working in Enquiry Office, Kushak Road, New Delhi. His duty hours are reported to be from 2.00 PM to 10.00 PM. This certificate was issued on 23-2-93. Ex. WW1/4 is a certificate issued by Assistant Engineer, "B" Division, wherein it has been projected that the claimant works as sewerman on contract basis in V.V.I.Ps bungalows, maintained by C.P.W.D. This certificate was issued on 20th of March, 93. Ex.WW1/27 is a certificate issued by Head Clerk 'B' Division, wherein it projects that claimant, besides others, was on duty for whole month

11 May, 99. His designation is mentioned as that of a beldar. Ex. WW1/28 is a certificate issued by Head Clerk, wherein it has been projected that the claimant, besides others, was on duty for whole month of June, 99. Ex. WW1/26 is a certificate issued by the same Head Clerk wherein he mentions that the claimant, besides others, was on duty for whole month of July, 99, except Sundays. His designation is mentioned as that of a sweeper. Ex. WW1/22 contains photo copies of two certificates, one issued by Junior Engineer, namely, D.K. Bhattacharya on 25-10-04 wherein he projects that the claimant may be allowed to maintain sewerline during function time at 12 Janpath, New Delhi and the other issued by Vinod Kumar Goel, Senior Engineer on 28-10-07 wherein it has been detailed that the claimant was deputed by him to clean sewerline going towards 10 Janpath, New Delhi.

11. The management projects that there are over writing on certificates Ex. WW1/26, Ex. WW1/27 and Ex. WW1/28. When these documents are scanned, it came to light that in seal impression word "B" Division has been overwritten. Except the said over writing, contents of aforesaid certificates were not disputed. It was not noticed that signatures of Assistant Engineers as well as stamp of the Head Clerk were not genuine. Therefore, it is obvious that contents of these documents were not a matter of dispute.

12. Undoubtedly originals of these certificates were not produced by the claimant. He offered an explanation that originals of these documents were kept by him at his house which was made of mud and thatched roof. His house had fallen and originals were lost. Photo copies were kept by him here at Delhi which were produced by him in evidence. Explanation offered by the claimant appear to be probable. He is a man of a lower strata, living in a house of mud and thatched roof, at his native village. Loss of originals on fall of his house cannot be said to be far fetched. Under these circumstances production of photo copies of certificates, referred above, nowhere cast any aspersions. On the other hand, contents of these documents were not dispelled by the management. Out of these documents it emerge over the record that the claimant was performing duties of sewerman with the management.

13. Management projects that the claimant was an employee of a contractor which stand was taken in its reply F.C. MW1/W2, filed before the Conciliation Officer. Whether document, referred above, gives support to the stands of the management ? Ex. WW1/2 presents that Om Parkash, sweeper was present for his duties for full month of February, 1992. This document is silent as to whether he was an employee of the contractor or of the management. However, Ex. WW1/3 provides an answer to the said proposition. Ex. WW1/3 categorically lays emphasis that the claimant (emergency sewerman) is an employee of the management, who works at Enquiry Office, Kushtak Road,

New Delhi from 2.00 PM to 10.00 PM. Author of this document was an Assistant Engineer posted, at 2-B Division of the management. Authoritative assertion made in that document wipes out the deference of the management that the claimant was an employee of a contractor. Again Ex. WW1/4 projects that the claimant was working as sewerman on contract basis in VVIP bungalows maintained by the CPWD. This document projects the claimant to be a contract employee. It nowhere spells that he was an employee of a contractor. Ex. WW1/27, Ex. WW1/28 and Ex. WW1/26 speak about number of days on which the claimant and others worked with the management for May, June and July, 99. These documents present attendance records of employees, namely, Vijay Pal Singh, Brij Pal, Pramod Kumar and the claimant. Certificate dated 25-10-04 projects that the claimant was working as sewerman who was deputed to maintain sewerline during function time at 12 Janpath, New Delhi. In the same fashion certificate dated 28-12-07 projects that Om Parkash was deputed to clean sewerline going towards 10 Janpath, New Delhi. None of these documents highlight that the claimant was an employee of a contractor.

14. Relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was of a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer there must have been some act or contract by which the parties recognized one another as master or servant.

15. Ex. WW1/2, Ex. WW1/3, Ex. WW1/4, Ex. WW1/27, Ex. WW1/28 and Ex. WW1/26 make it implicit that the claimant was employed by the management to perform functions of a sewerman. Undoubtedly in Ex. WW1/2 and Ex. WW1/26 his designation has been projected as that of a sweeper and in Ex. WW1/27 he is reported to be a beldar, but that seems to be an accidental slip. In other documents it has been mentioned in unequivocal words that the claimant was working as a sewerman with the management. Though no appointment letter was issued to the claimant, yet documents, referred above, make it clear that there was an intention on the part of the management to employ him as sewerman, which intention was put into action. Relationship of employer and employee between the parties stands established, when claimant was engaged as a

sewerman. Stand taken by the management that he was an employee of the contractor is nothing but an after thought.

16. When claimant was engaged as an employee by the management? For an answer to this preposition facts are to be scanned again. In affidavit Ex. WW1/A claimant presents that initially he was engaged in 'B' Division on 7-11-86 through a fake contractor. In the same manner Shri E.K. Prasad swears in affidavit Ex. WW2/A that the claimant was initially engaged through a fake contractor. No documentary evidence is there over the record to establish relationship of employer and employee between the parties prior to February, 1992. Ex. WW1/2 goes to project that in February, 1992, Om Parkash was present for his duty for whole of the month. Through this document Om Parkash brings it over the record that there was direct relationship of employer and employee between him and the management. Consequently it is emerging over the record that in February, 1992, direct relationship of employer and employee were established between him and the management, who marginalized the contractor. When contractor was put out of scene, the claimant acquired, status of an employee of the management. Out of these facts I am constrained to conclude that the claimant had been able to establish creation of direct relationship between the parties from 1st of February, 1992.

17. The management has agitated that the claimant is not a workman within the meaning of clause (s) of Section 2 of the Act. For an answer, definition of "workman" is to be taken into account, which definition is extracted thus:—

(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per month, or exceeds, either by the nature of the duties attached to the

office or by reason of the powers vested in him, functions mainly of a managerial nature.

18. Definition of workman contains three parts. First limb of the definition gives statutory meaning of the word and determines a workman by reference to a person (including an apprentice) employed in an industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. The second limb is designed to include a person—(i) who has been dismissed, (ii) charged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has led to an industrial dispute, within the ambit of workman. However, the third part of the definition excludes the categories of persons specified in clause (i) to (iv) from the expression "workman". The definition does not state that a person, in order to be a workman should have been employed in a substantive capacity or on temporary basis in the first instance or after he is fit and suitable for the job, after a period of probation. In other words, every person employed in an industry irrespective of his status—temporary, permanent or probationary—would be a workman. The expression "workman" has at least two known connotations, that is, a relationship brought by express or implied contract of services, in which employee renders service, for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them or statutorily provided. It describes a relationship of command and obedience. Reference can be made to the precedent in Food Corporation of India's case [1985 (2) LLJ 4].

19. Rubric of designation of the claimant indicates that he was performing duties which were manual. By no stretch of imagination the management can project that duties of a sewerman do not fall within the nature of work enlisted in the definition of workman, as provided in clause (s) Section 2 of the Act. Manual work, whether skilled or unskilled, would qualify the definition of word "workman". Admittedly, the claimant was performing duties for hire or reward and his employment was express, as depicted by documents referred above. Therefore, it is crystal clear that the claimant falls within the ambit of "workman", as defined by clause (s) of Section 2 of the Act. Objection based on the management that he is not a workman is unfounded. The objection is therefore, discarded.

20. Claimant unfolds in his affidavit Ex. WW1/2 that he was paid wages of an unskilled workman. Shri E.K. Prasad swears in his affidavit Ex. WW2/A that the claimant was paid wages of an unskilled employee under the Minimum Wages Act. He was entitled to wages in accordance with orders Ex. WW2/2 and Ex. WW2/3 respectively. Shri C. N. Suresh admits that daily wage employees of the management are being paid at the end of time scale, besides other allowances, in pursuance of Ex. WW2 and Ex. WW2/3. Ex. WW2/2 was issued on the

management on 29-10-1990, relating to method of computing daily rates payable to daily rated worker of the management, on the concept of 'equal pay for work'. A formula was devised to compute wages of a daily rated workman which is as follows :

"The total monthly emoluments admissible to regular counter parts of the daily rated workers at the minimum of the respective scale of pay may be multiplied by number of days in a particular month after deducting therefrom the days of absence plus the days of rest falling in the week/weeks in which the worker remained absent and the result may be divided by number of days in the month. The figure so arrived will be the daily rate of wages of the worker."

21. In Ex.WW2/3 certain points of doubt were clarified and it was mentioned that a daily rated worker is not entitled to get any kind of leaves. If he remains absent even for one day in a week, he is not entitled to get rest day as also wages for the rest day. Formula formulated in Ex.WW2/2 was confirmed in Ex.WW2/3. Therefore, out of contents of these two documents it is emerging over the record that a daily rated employee of the management is to be paid at minimum of time scale, applicable to a regular employee, besides other benefits. Claimant was paid minimum wages, as projected by him and his witness. His claim for payment at minimum of pay scale as of a skilled workman w.e.f. 1st of February, 1992 stands established. The management is under an obligation to pay wages to the claimant in pursuance of circular Ex.WW2/2 and Ex.WW2/3. His difference of wages shall be paid within a period of one month from the date the award becomes operative.

22. Regularisation in service has been claimed by Shri Om Parkash. However, he admits that his services were dispensed with on 1-1-2009. It has been projected that his services were dispensed with by the management when matter was pending consideration before the Ministry of Labour, Government of India, New Delhi. Claimant agitates that this action of the management is violative of the provisions of Section 33 of the Act. I am afraid that his contention has any weight.

23. Section 33 of the Act bars alteration in conditions of service "prejudicial" to the workman concerned in the dispute and punishment of discharge or dismissal when either is connected with pendentelite industrial dispute "save with the permission of the authorities before which the proceedings is pending" or where the discharge or dismissal is for any misconduct not connected with the pendentelite industrial dispute without the "approval of such authority". Prohibition contained in section 33 of the Act is two fold. On one hand, they are designed to protect the workman concerned during the course of industrial conciliation, arbitration and adjudication, against

employers' harassment and victimization, on account of their having raised the industrial dispute or their continuing the pending proceedings and on the other, they seek to maintain status quo by prescribing management conduct which may give rise to "fresh dispute" which further exacerbate the already strained relations between employer and the workman. Where industrial disputes are pendentelite before an authority mentioned in the section, it was thought necessary that such disputes should be conciliated or adjudicated upon by the authority in a peaceful atmosphere, undisturbed by any subsequent causes for bitterness or unpleasantness. To achieve this object, a ban has been imposed upon the employer exercising his common law, statutory or contractual right to terminate services of his employees, according to contract or provisions of law governing such service. The ordinary right of the employer to alter the terms of his employees' services to their prejudice or to terminate their services under the general law governing contract of employment, has been banned subject to certain conditions. This ban, therefore, is designed to restrict the interference of the general rights and liabilities of the parties under the ordinary law within the limits truly necessary for accomplishing the object of those provisions. Anxiety to know about ban on the right of the employer, persuades me to reproduce the provisions of section 33 of the Act thus :

"33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings. - (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall :—

- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
- (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute.

Save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the

terms of the contract, whether express or implied, between him and the workman.

- (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
 - (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman;

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month; and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in subsection (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute:—

- (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceeding; or
 - (b) by discharging or punishing, whether any dismissal or otherwise, such protected workman.

Save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a "protected workman", in relation to an establishment, means a workman who, being a member of the executive or other office-bearer of a registered trade union connected with the establishment, is recognized as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workmen to be recognized as protected workmen for the purposes of sub-section (3) shall be one per cent of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognized as protected workmen.

(5) Where an employer needs to go to a conciliation officer, Board of Arbitration or Court, Poland or National Arbitration, the procedure of arbitration (or trial) may be taken by the authority concerned without delay from the application date, provided that it is not later than the date of the award.

Provided that where any such notice is necessary or expedient so to do, it may be given in writing, either by post or by further notice which it may think fit.

Provided, further, that no person shall be entitled to such authority shall lapses if he or she is absent from any period specified in this subtitle of more than one year without just proceedings being completed.

25 To amend the provisions of Section 35 of the
Act, following conditions precedent are to be observed:

1. that there should have been a contravention by the management of the provisions of Section 33 of the Act;
2. that the contravention should have been during the pendency of the proceedings before the conciliatory authorities or Labour Court, Tribunal or National Tribunal, as the case may be;
3. that the complainant should have been aggrieved by the contravention; and
4. that the application should have been made to the Labour Court, Tribunal or the National Tribunal in which original proceedings are pending.

26. No evidence was brought over the record by the claimant as to when failure report was submitted by the Conciliation Officer, before the appropriate Government. Till failure report is submitted to the appropriate Government, a proceeding is deemed to be pending before the Conciliation Officer. When proceedings are pending before the Conciliation Officer, the employer is under an obligation to seek permission/approval of the authority before whom the proceedings are pending, for termination of his employment.

27. What is the effect of non-making an application for approval? Such proposition was taken note of by the Apex Court in Jaipur Zila Sahkari Bhandar Vikas Bank (AIR 2002 S.C. 643) wherein it was held that it would be clear case of contravention of the proviso to Section 33(2)(b) of the Act. It would be expedient to reproduce the law laid in the above precedent, which are extracted thus :

"The proviso to Section 33(2)(b) as can be seen from its very unambiguous and clear language, is mandatory. This apart from the object of Section 33 and in the context of the proviso to Section 33(2)(b), it is obvious that the conditions contained in the said proviso are to be essentially complied with. Further any employer who contravenes the provisions of Section 33 invites a punishment under Section 32(1) with imprisonment for a term which may extend to six months or with fine which may extend to Rs. 1000 or with both. This penal provision is again a pointer of the mandatory nature of the proviso to comply with the conditions stated therein. To put it in other way, the said conditions being mandatory, are to be satisfied if an order of discharge or dismissal passed under Section 33(2) (b) is to be operative, if an employer desires to take benefit of the said provision for passing an order of discharge or dismissal of an employee, he has also to take the burden of discharging the statutory obligation placed on him in the said proviso. Taking a contrary view that an order of discharge or dismissal passed by an employer in contravention of the mandatory conditions contained in the proviso does not render such an order inoperative or void, defeats the very

purpose of the proviso and it becomes meaningless. It is well settled rule of interpretation that no part of statute shall be construed as unnecessary or superfluous. The proviso cannot be diluted or disobeyed by an employer. He can not disobey the mandatory provision and then say that the order of discharge or dismissal made in contravention of Section 33(2) (b) is not void or inoperative. He cannot be permitted to take advantage of his own wrong. The interpretation of statute must be such that it should advance the legislative intent and serve the purpose for which it is made rather than to frustrate it. The proviso to Section 33(2)(b) affords protection to a workman to safeguard his interest and it is a shield against victimization and unfair labour practice by the employer during the pendency of industrial dispute when the relationship between them are already strained. An employer cannot be permitted to use the provision of Section 33(2)(b) to ease out a workman without complying with the conditions contained in the said proviso for my alleged misconduct said to be unconnected with the already pending industrial dispute. The protection afforded to a workman under the said provision cannot be taken away. If it is to be held that an order of discharge or dismissal passed by the employer without complying with the requirements of the said proviso is not void or inoperative, the employer may with impunity discharge or dismiss a workman.

28. The Apex Court dealt with the situation of the withdrawal of such approval application or not making an application in the following manner :

"The view that when no application is made or the one made is withdrawn, there is no order of refusal of such application on merit and as such the order of dismissal or discharge does not become void or inoperative unless such an order is set aside under Section 33A, cannot be accepted. In our view, not making an application under Section 33(2) (b) seeking approval or withdrawing an application once made before any order is made thereon, is a clear case of contravention of the proviso to Section 33(2) (b). An employer who does not make an application under Section 33 (2) (b) or withdraws that one made, cannot be rewarded by relieving him of the statutory obligation created on him to make such an application. If it is so done, he will be happier or more comfortable than an employer who obeys the command of law and makes an application inviting scrutiny of the authority in the matter of granting approval of the action taken by him. Adherence to and obedience of law should be obvious and necessary in a system governed by rule of law. An employer by design can avoid to make an application after dismissing or discharging an employee or file it

and withdraw before any order is passed on it, on its merits, to take a position that such order is not inoperative or till it is set aside under Section 33A notwithstanding the contravention of Section 33(2)(b) proviso, driving the employee to have recourse to one or more proceeding by making a complaint under Section 33A or to raise another industrial dispute or to make a complaint under Section 31(1). Such an approach destroys the protection specifically and expressly given to an employee under the said proviso as against possible victimization, unfair labour practice or harassment because of pendency of industrial dispute so that an employee can be saved from hardship of unemployment.

29. As projected by Shri Prasad failure report was submitted by the Conciliation Officer before the appropriate Government. When failure report was under consideration with the appropriate Government services of the claimant were terminated on 1st of January, 2009. These facts make it implicit that provisions of section 33 of the Act has not come into play. No violations of provision/proviso of section 33 of the Act was committed by the management. Under these situations claimant cannot be ordered to be deemed to be in the service of the management, using the precedent referred above.

30. Regularisation of service implies rectification or regularization of an Act, which was within the power and provisions of the authority but there has been some non-compliance with the procedure or manner which does not go to the root of appointment of an employee. In Narayappa [1967(1) S.C.R. 128], the Apex Court announced it to be a misconception to consider regularization as permanence in service. In Naigundappa [1972 (2) S.C.R. 799] the Apex Court denounced that concept of regularization would confer quality of permanence of an appointment. It was commanded therein that if an appointment itself is in violation of the provisions of the Constitutional illegality cannot be regularized. Rectification or regularization is possible of an act which is within the power and provisions of the authority but there has been some non-compliance with the procedure or manner which does not go to the root of the appointment. In Nagarajan [1979 (3) S.C.R. 937] the Apex Court announced that the words "regular" or "regularized" are terms calculated to condone any procedural irregularities and are meant to cure only such defects as are practicable/attributable to methodology followed in making the appointments. It was emphasized that when rules framed under Article 309 of the Constitution are in force, no regularization is permissible in exercise of the executive powers of the Government under Article 162 of the Constitution, in contravention of the rules. The court went on to conclude that only something that is irregular, for want of compliance with one of the element in process of selection which does not go to the root of the process, can be regularized and that it alone can be regularized and granting permanence of

employment is totally different concept and cannot be equated with regularization.

31. In Uma Devi [2006 (4) SCC], the Apex Court considered the proposition as to whether the persons who got employment without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts. To prevent regular recruitment to the posts concerned, a series of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the model employer, to float its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 48 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent".

32. In P. Chandra Shekhar Rao and others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (*supra*) with approval. It also relied the decision in a Uma Rani [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In Indian Drugs & Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment cannot be relaxed and court cannot direct regularization of temporary employees de hors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

33. In Uma Devi (*supra*) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not

based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to back door entry into Government job.

34. Whether Om Parkash could be regularized, using case of Gurmail Singh and Dharkar Lal as a precedent? Such a proposition was considered by the Apex Court in Uma Devi (*supra*), wherein it was ruled that regularization of an employee similarly situated, may be the State in past shall not be treated as a precedent if it was done only pursuant to judicial direction, either of the Administrative Tribunal or of the High Court and in some cases by the Apex Court. It would be expedient to reproduce the law so laid, which is extracted thus :

"Though, there is a case "that the State had made regularization in the past of similarly situated employees, the fact remains that such regularization were done only pursuant to judicial directions, either of the Administrative Tribunal or of the High Court and in some cases by this Court. Moreover the invocation of the doctrine of legitimate expectation cannot enable the employees to claim that they must be made permanent or they must be regularized in service though they had not been selected in terms of the rules for appointment. The fact that in certain cases the court had directed regularization of the employees involved in those case cannot be made use of to found a claim based on legitimate expectation. The argument if accepted would also run counter to the constitutional mandate, the argument in that behalf has, therefore, to be rejected.

.....
.....
It was then contended that the rights of the employees thus appointed, under Articles 14 and 16 of the Constitution, are violated. It is stated that the State has treated the employees unfairly by employing them on less than minimum wages and extracting work from them for a pretty long period in comparison with those directly recruited who are getting more wages or salaries for doing similar work.

The employees before us were engaged on daily wages in the department concerned on a wage that was made known to them. There is no case that the wage agreed upon was not being paid. Those who are working on daily wages formed a class by themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employment on daily wages to claim that such employee should be treated on a par with the regularly recruited candidate, and made permanent in employment, even assuming that the principle could be invoked for claiming equal wages for equal work. There is no fundamental right in those who have been employed on daily wages or temporarily or on contractual basis to claim that they have a right to be absorbed in service. As has been held by this Court, they cannot be said to be holders of a post, since, a regular appointment should be made only by making appointments consistent with the requirements of Articles 14 and 16 of the Constitution. The right to be treated equally with the other employees employed on daily wages, cannot be extended to a claim for equal treatment with those who were regularly employed. That would be treating unequals as equals. It cannot also be relied on to claim a right to be absorbed in service even though they have never been selected in terms of the relevant recruitment rules. The arguments based on Articles 14 and 16 of the Constitution are therefore overruled".

35. Om Parkash does not project a claim that his services were engaged by the management in consonance with the rules of recruitment. He admits that no appointment letter was issued to him. It is emerging out of record that when Om Parkash was engaged by the management as a sewerman vacancies were not notified for public at large. Reservation policy was followed, is not a case of the claimant. There was a test/interview before his engagement, claimant nowhere asserts those facts. Therefore it is obvious that his engagement was dehors the rules. Under these circumstances, the claimant has not been able to project a claim of his regularization/absorption in service.

36. Award dated 31st of August, 2000, passed by this Tribunal in the matter of Dev Karan and Raju, has been relied by the claimant. In that matter Dev Karan and Raju projected a claim for regularization of their services. The management opted not to present its defence. Considering the facts presented by Dev Karan and Raju, this Tribunal commanded the management to regularize their services as sewermen. The claimant does not project a case to seek parity with Dev Karan and Raju in the matter of regularization of his services. The award, referred above, would not come for his rescue. Apex Court in Uma Devi considered such arguments and discarded it. It would be expedient to reproduce pronouncement of the Apex Court, which is extracted thus :

"The argument on behalf of some of the respondents is that this Court having been once directed regularization in Dharwad Case [1990(2) SCC 396] all those appointed temporarily at any point of time would be entitled to be regularized since otherwise it would be discrimination between those similarly situated and in that view, all appointments made on daily wages, temporarily or contractually, must be directed to be regularized. Acceptance of this argument would mean that appointments made otherwise than by a regular process of selection would become the order of the day, completely jettisoning the constitutional scheme of appointment".

37. In view of the law laid by the Apex Court award dated 31-8-2000 would not serve as a precedent for the claimant. He has no right of regularization of his services. Even otherwise he projects that his services were dispensed with on 1st of January, 2009. The claimant is no more in the service of the management. In such a situation his claim for regularization has become infructuous otherwise.

38. Can claimant agitate that when claim of regularization pends consideration, in that situation this Tribunal should consider whether termination of his services amounts to retrenchment? In case Tribunal proceeds with this enquiry then it would go beyond the purview of the reference. No such question has been referred for adjudication as to whether his termination amounts to retrenchment and he is entitled to any relief on that count. The Tribunal, being creature of the statute, is under an obligation to answer the points of dispute referred to it for adjudication. It shall confine its adjudication to those points and matters incidental thereto, as enacted by sub-section (4) of Section 10 of the Act. Something incidental to a dispute must mean something happening as a result of or in connection with the dispute or associated with the dispute. The dispute is a fundamental thing while something incidental thereto as an adjunct to it. Something incidental, therefore, cannot out at the root of main thing to which it is an adjunct. Reference can be made to precedent the Delhi Cloth and General Mills Co. Ltd. [1967 (I) LLJ 423].

39. A point is incidental to another point when the former necessarily depends upon the other. Incidental implies a subordinate and subsidiary thing related to some other main or principal thing requiring casual attention while considering the main thing. It is obvious, therefore, that the matter which requires independent consideration or treatment and have their own importance cannot be considered as incidental. Reference can be made to precedent in Hukam Chand Jute Mills (AIR 1958 Cal. 68), Jaipur Spinning and Weaving Mills Ltd. [1959 (II) L.L.J. 656] and Bengal Electrical Lamp Works Ltd. [1958 (I) L.L.J. 571].

40. A matter which is independent in one context may become subsidiary in another matter in a different

context. It all depends on how and under what circumstances it arises. The words "incidental to" used in sub-section (4) of section 10 of the Act, do not have the same meaning as the words "appearing to be connected with or relevant to" occurring in clauses (b), (c) and (d) of sub-section (1) of section 10 of the Act. The matters covered by the latter expression must be specifically referred for adjudication, while the matters covered by the former expression need not be specifically referred, as they can be adjudicated upon as a part of the main dispute. For instance, on an industrial dispute being referred to it, the Tribunal has jurisdiction to determine whether on the facts placed before it an "industrial dispute" within the meaning of clause (k) of section 2 of the Act has really arisen or the concerned person are "workmen" as defined in clause (s) of section 2 or a particular undertaking is an "industry" within the meaning of clause (j) of section 2 or such industry is a live industry or a closed industry. Such questions can be validly examined and adjudicated upon by the Tribunal as matters incidental to points of dispute, specified in the order of reference. These matters have not only to be determined as matters incidental to the dispute but have necessarily to be determined as collateral or jurisdictional issue. Reference can be made to a precedent in P.P.M.S. Nagarathman [1965 (I) L.L.J. 84].

41. Here in the case, one of the count of dispute referred for adjudication, is whether the demand of CPWD Mazdoor Union for regularization of the service of Om Parkash by the management of CPWD is legal and justified. For seeking an adjudication of the said dispute, the claimant is under an obligation to establish that he is still in the employment of the management. As per his own case, his employment came to an end on 1st of January, 2009. Issues, such as whether his termination is retrenchment and whether provisions of section 25F, 25G and 25H of the Act were complied, are not matters incidental to the question, referred above. These matters are independent disputes, which cannot be adjudication while answering, question, referred above. Therefore, questions as to whether his termination amounts to retrenchment and that too violative of provisions of section 25-F, 25-G and 25-H cannot be gone into while adjudicating the dispute, referred above.

42. As concluded above, the claimant is not entitled for regularization of his service, since his engagement was dehors the rules. Therefore, one count of the reference is answered in favour of the management and against the claimant. Other count of the reference is answered in favour of the claimant, as detailed in para 21 of the award and the management has been commanded to make payment of difference of his wages to him within a period of one month from the date the award becomes operative. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated 9-9-2010

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1277/2k6) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-42012/129/2005-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1277/2k6) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of CPWD, and their workmen, received by the Central Government on 28-9-2010.

[No. L-42012/129/2005-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri A.K. Rastogi, Presiding Officer

Case No. I.D. No. 1277/2k6

Instituted on : 9-08-2006

The Zonal Secretary, All India CPWD (MRM) Karamchari Sangathan, CPWD Store Building, Sector 7-B, Chandigarh.

...Applicant

Versus

The Executive Engineer, Chandigarh Central Divn.-II, CPWD, Kendriya Sadan, Sector 9A, Chandigarh

...Respondent

APPEARANCES :

For the workman : Shri Som Dutt Sharma, Advocate

For the Management : Shri G.C. Babbar, Advocate.

AWARD

Passed on 7th September, 2010

Government of India vide notification No.L-42012/129/2005-IR(CM-II) dated 31-7-2006, by exercising its powers under Section 10 Sub-section (1) Clause (d) and

Sub-section (2A) of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal :—

“Whether the action of the management of CPWD, Chandigarh in not regularizing the services of Sh. Ram Swarup Singh w.e.f. 19-11-1979 to 15-4-1993 and action of not extending consequential benefits is legal and justified? If not, to what relief he is entitled to?”

The claim statement has been filed by the All India CPWD (MRM) Karamchari Sangathan referred to as Sangathan hereinafter and the workman Ram Swarup Singh. The claimant have raised an industrial dispute by stating that claimant No. 1, Sangathan is a registered Union of the management and claimant No. 2 workman is an employee of the management. The Sangathan is filing claim statement on behalf of the workman. The grievance of the claimant is that the workman was employed as Beldar on Muster Roll with effect from 19-11-1979 and was working as such at the time of presenting the claim, under the Executive Engineer, Chandigarh Central Division-II, CPWD, Chandigarh. According to a judgment of the Hon'ble Supreme Court the workman was entitled to his regularization w.e.f. 19-11-1979. He is also entitled to all the consequential benefits in the nature of arrear of all allowances (like Increment, Uniform Allowance, Medical facilities, Bonus, Leave etc.) and counting of service for the grant of promotion and service benefits of 12/24 years under the A.C.P. Scheme, Pension, Gratuity etc. w.e.f. 19-11-1979, which was not given to him by management. He has prayed for the same.

The claim was contested by the management. It was disputed that the Sangathan is a recognized body and is competent to present the case of the workman. Claim statement was alleged to be barred by time. According to the management, the Hon'ble Supreme Court never issued any directions to regularize the service of daily wage person from the date of appointment. Rather Government had been advised to take a proper action to regularize the service of the persons who have been working continuously for more than six months. In pursuance to the judgment of the Apex Court, the Government of India framed a policy and the management accordingly issued directions. As per policy and guidelines the service of the claimant was to be regularized w.e.f. 15-4-1993 and all the benefits as admissible to the regular employees under the service rules were paid as it has been admitted by the workman himself also. The workman is not entitled to other benefits like Increment, Uniform allowance, Medical facilities, Bonus and counting of service for the purpose of promotion under the A.C.P. Scheme or for the pensionary benefits from the date of his appointment. It was stated that in fact the Hon'ble Supreme Court had made an order for the payment of equal pay for equal work. As a result of which the

minimum scale of pay was given to the claimant along with admissible allowances. It was stated that the claim of the claimant is liable to be rejected.

While the case was still at the stage of evidence an application was moved today by the Zonal Secretary, All India CPWD (MRM), Kendriya Sadan and the advocate of the claimants for withdrawing the claim on the grounds that the workman has taken Voluntary retirement on 11-11-2009 and is not interested in pursuing the industrial dispute. In view of the application of the claimant, the claim is dismissed as withdrawn and the reference is answered against the workman. Let two copies of the award be sent to Central Government after due compliance.

A.K. RASTOGI, Presiding Officer

नई दिल्ली, 28 मितम्बर, 2010

का.आ. 2635.—ऑटोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान एटोमिक पावर स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोगिक विवाद में ऑटोगिक अधिकरण कोटा के पंचाट (संदर्भ संख्या 1/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-2010 को प्राप्त हुआ था।

[सं. एल-42012/145/2005-आई आर (सी-II)]

डॉ. एम. एस. श्रीनिवास गव, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/07) of the Industrial Tribunal, Kota as shown in the Annexure in the Industrial Dispute between the management of Rajasthan Atomic Power Station, and their workman, received by the Central Government on 28-9-2010.

[No. L-42012/145/2005-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

अनुबन्ध

न्यायाधीश, ऑटोगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.

पीटाम्बर अधिकारी - अनुराधा शर्मा, आर.एस.जे.एस

निर्देश प्रकरण क्रमांक : ओ. न्या./केन्द्रीय/1/07

दिनांक स्थापित : 3-2-07

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एल 42012/145/2005/आईआर/सीएम-II दिनांक 5-9-06

निर्देश विवाद अन्तर्गत धारा 10(1)(घ)

ऑटोगिक विवाद अधिनियम, 1947

मध्य

ललित खंची द्वारा सैक्केट्री, राज. अनुशक्ति
परियोजना कर्मचारी संघ(इन्टक) प्रताप सर्विल,
जी जी रावलभाट (कोटा)

…प्रार्थी श्रमिक

एवं

साईट डॉयरेक्टर, राज. एटोमिक पावर स्टेशन
यूनिट 1 में 4, पी.ओ. अनुशक्ति, रावलभाट (कोटा) …प्रार्थी
नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:-

अप्रार्थी नियोजक की ओर से प्रतिनिधि:-

अधिनियम दिनांक : 20-8-2010

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रार्थीगिक आदेश दिनांक 5-9-06 के जरिये निम्न निर्देश विवाद, ऑटोगिक विवाद अधिनियम, 1947 जिसे तदुपरात्त "अधिनियम" में सम्बोधित किया जायेगा की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनियम संतुष्टिपूर्णता की ओर से अपनी-अपनी उपस्थिति किया गया है:-

"Whether the action of the management of the Rajasthan Atomic Power Station I & 4, Rawabhata for denial of promotion to Sh. Lalit Khinchhi Steno Gd. II to Steno Gd. III is legal and justified? If not, to what relief is the workman entitled?"

2. निर्देश विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीकरण उपरात्त पक्षकारों की मूचना कियिवत रूप में जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उपस्थिति दी गयी।

3. पत्रावली के दौरान विचार दि. 12-8-10 की प्रार्थी वृक्षिक की ओर से उन पर तारीख पंशी दिनांक 30-1-09 के पंशी के नोट्स की शामिल होने के उपरात्त कोई उपस्थित नहीं हुआ और न ही क्लैप स्टेटमेंट प्रस्तुत किया गया, एसी मिथति में प्रार्थी पक्ष के क्लैप पेश किये जाने का अधिकार समाप्ति होते आदेशत किया गया। अप्रार्थी नियोजक पक्ष की ओर से भी उक्त तिथि को कोई उपरात्त नहीं हुआ।

पत्रावली प्रकरण के अवलोकन में यह स्पष्ट है कि मन्यव्य प्रार्थी पक्ष द्वारा उससे सम्बद्धित निर्देश/अधिसूचना की मूचना उसे प्राप्त होने के 15 दिवस के अन्दर ही अपना क्लैप स्टेटमेंट में गमगत सुसंगत दस्तावेज व साक्षीगण को सूची के प्रावधान भिन्नभान् सार न्यायाधिकरण में प्रस्तुत किया जाना चाहिए, किन्तु प्रार्थी श्रमिक पक्ष द्वारा बावजूद उक्त मूचना प्राप्ति के ऐसा कुछ भी किये जाने का प्रयाप नहीं किया गया है, अर्थात् उसकी ओर से विधिनुसार क्लैप स्टेटमेंट में सुसंगत दस्तावेज आदि के प्रस्तुत नहीं किया गया है। निवारण: प्रार्थी श्रमिक अपने मामले को मावित करने में पूर्णतया असफल रहा है, व अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह किसी अनुत्तम पक्ष का अधिकारी नहीं है और सम्प्रेषित निर्देश/विवाद को उभयं प्रकार अधिभित कर उत्तरित किया जाता है।

अधिनियम्य आज दिनांक 20/8/2010 खुले न्यायाधिकरण में सुनाया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जाये।

अनुराधा शर्मा, न्यायाधीश

नई दिल्ली, 28 सितम्बर, 2010

का.आ. 2636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय ईरनाकुलम के पंचाट (संदर्भ संख्या 262/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-09-2010 को प्राप्त हुआ था।

[सं. एल-42012/205/2005-आई आर (सी-II)]

डी. एस. एम. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 28th September, 2010

S.O. 2636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 262/2006) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulam now as shown in the Annexure in the Industrial Dispute between the management of CPWD, and their workmen, received by the Central Government on 28-09-2010.

[No. L-42012/205/2005-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P.L. Norbert, B.A., L.L.B., Presiding Officer
(Wednesday the 8th day of September, 2010/17th Badrapadham, 1932)

I.D. 262/2006

Union : The Secretary,
Central PWD Mazdoor Union,
Income Tax Building,
Mananchira, Calicut-01

By Advs. Sri. P. S. Murali & Ashok B. Shenoy.

Management : The Executive Engineer,
CPWD, Trivandrum Central Divison,
CGO Complex, Punkulam,
Trivandrum- 695 522.

By Adv. Sri. Thomas Mathew
Nellimoottil.

This case coming up for hearing on 6-09-2010, this Tribunal-cum-Labour Court on 08-09-2010 passed the following

AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act. The reference is:

"Whether the action of the management of CPWD in not paying remaining 93 hours of OTA to Shri C.K. Narayananarkutty, Chowkidar is legal and justified? If not, to what relief the workman is entitled?"

2. The facts of the case in brief are as follows:

Sri. C.K.Narayananarkutty was working in CPWD, Trivandrum office as Chowkidar. He claims that he had worked overtime for 696 hours during January 2000 to July 2004. However he was paid wages only for 603 hours of overtime work. Management is withholding wages for 93 hours illegally.

3. According to the management the claimant had worked over time for 688 hours only during a period of 85 days from January 2000 to July 2004. As per official memorandum of the department and CPWD Manual out of over time duty one hour per day has to be deducted as free OT duty. Accordingly 85 hours of OT was deducted out of the total hours of OT duty (688 hours). He was borne on the regular classified establishment and hence the OM of the department dated 19-01-2004 is applicable to him. Hence he is not entitled to get anything more towards OT wages.

4. In the light of the above contentions the only point that arises for consideration is :

Whether the management is justified in treating one hour, out of OT duty per day, as free duty?

5. The evidence consists of summoned documents Exts.X1 series and X2 only.

6. The Point: It is an admitted fact that Sri. C.K. Narayananarkutty was a Chowkidar borne on the regular classified establishment. The fact that he had done OT duty during January 2000 to July 2004 is also admitted. But according to the management he had done OT duty only for 85 days. The union disputes the number of hours of OT duty. According to the union he had done 696 hours of OT duty during 2000-2004. The union also questions the legality in deducting one hour each per day out of OT duty as free duty.

7. Ext.X1 series (3 in number) are attendance registers for the period 2000 to 2004, The disputed period is February 2001. According to the management during that month the claimant had not done OT duty. Ext.X1 shows that he had worked on 28-02-2001. Ext.X2 is photostat copies of OT

register of different periods. As per Ext.X2 in the month of February 2001 the claimant had performed OT duty on 28-02-2001 for 8 hours and the net hours of OT duty was 7. Thus the attendance register as well as OT register reveal that in the month of February 2001 the claimant had worked and performed normal duty as well as extra duty. Whenever he was on extra duty he had performed OT duty for 8 hours per day. Thus the contention of the union that altogether the claimant had performed OT duty for 696 hours is true. But the question is whether the management is entitled to deduct one hour each out of each OT duty as free duty. Along with the reply statement of the management they have produced Official Memorandum of the department and relevant portion of CPWD Manual. Annexure R2 to reply statement is OM dated 19-01-2004 of CPWD. Para 10 of annexure R2 shows that the Work-charged Staff and Regular Classified Staff are entitled to get OT allowance as per the rates mentioned in para 8 subject to the following conditions:

- (i) One hour to be deducted as free duty from extra duty performed.
- (ii) The actual time taken for lunch break is to be deducted from OT duty.
- (iii) If an employee comes late on the day when put on OT duty, the time by which he comes late is to be deducted.
- (iv) to (vi).....

8. The learned counsel for the union argued that OM cannot over-ride CPWD Manual. But there appears to be no inconsistency between the provisions in the Manual and OM of the department. Annexure R2 Manual Para 19 is as follows:

"19. Overtime work, for the purpose of grant of overtime allowance, means the work done in excess of one hour over the prescribed hours of work on any working day and includes the work done on any Sunday or any other holidays minus the hour of lunch break".

Therefore the management is within their rights to deduct one hour each per day of OT duty as free duty. Per day admittedly 8 hours of OT duty is performed whenever there is extra work. Thus he had done OT duty for 696 hours from January 2000 to July 2004 for 87 days. The management is entitled to deduct one hour each per day out of each day's OT duty. Even then the management had not counted one day's extra duty (on 28-02-2001). However there is no illegality in deducting one hour each out of each day's extra duty. The point is answered accordingly.

In the result an award is passed finding that the action of the management in deducting one hour each, out of OT

duty of each day, as free duty, is legal and justified. However the management has not counted one day's OT duty or paid wages for that duty. The workman is entitled to get allowance for one day's OT duty less one hour free duty.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 8th day of September, 2010.

P.L. NORBERT, Presiding Officer

Appendix

Witness for the Union - Nil.

Witness for the management - Nil

Exhibit for the Union - Nil.

Exhibit for the management - Nil

Court Exhibits

X-1 series - Attendance Registers for the period 2003 to 2004, (3 in number)

X2 - Photostat copies of Over Time Duty Register.

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2637.—औद्योगिक विवाद अधिनियम, 1947 (14 अक्टूबर 1947 का 14) की धारा 17 के अनुसार में, कंद्रीय सरकार द्वारा प्रति एक एल के प्रबंधतंत्र के संबद्ध नियमों और उनके क्रमकाल में चीज़ अनुबंध में निर्दिष्ट औद्योगिक विवाद में कंद्रीय सरकार औद्योगिक अधिकारी/श्रम व्यायालय, नं. 1, चंडीगढ़ के पंचाट (यहाँ पर्याप्त 213/2002) को प्रकाशित करती है, जो कंद्रीय सरकार द्वारा 29-9-2010 को प्राप्त हुआ था।

[सं. एल-40012/148/2002-आर.आर.एस.पी.एस.]

जाह्नवी तोपनी, एस्सी.टी.एस.पी.एस.

New Delhi, the 29th September, 2010

S.O. 2637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 217/2002) of the Central Government Industrial Tribunal cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BSNL and their workman, which was received by the Central Government on 29-09-2010.

[No. L-40012/148/2002-IR/BL]

JOHAN TOPNO, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT-L,
CHANDIGARH**

Case ID No. 213/2002

Sh. Surender Kumar, C/o Sh. Gopal Sharma, Niwas, Middle
Kuftadhar, Shimla (Himachal Pradesh)-3

Applicant

Versus

The Divisional Engineer, Telecom Project, Sanjay Sadan,
Shimla (Himachal Pradesh)

Respondent

APPEARANCES

For the workman : None

For the management : Shri Jitender Kumar

AWARD

Passed on 7-9-2010

Government of India vide notification no.L-40012/148/2002/IR(DU) dated 30-09-2002, by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of BSNL, Shimla in terminating the services of Sh. Surender Kumar, Ex-daily wages Mazdoor is just and legal? If not, to what relief the workman is entitled to?”

2. Case is taken up hearing at Shimla camp court. Case repeatedly called. None appeared on behalf of the workman despite repeated calls. On perusal of the record, it reveals that none is appearing on behalf of the workman for the last several dates. It appears that workman is not interested to pursue with the present reference. In view of the above, the claim in the present reference is returned to the Central Government for want of prosecution. Central Govt. to be informed. File be consigned.

Chandigarh, Camp Shimla
7-9-2010

G.K. SHARMA, Presiding Officer

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार संस्कृत लैंडर रिसर्च इंस्टीट्यूट के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 31/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं. एल-42011/111/2007-आई आर (डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 29th September, 2010

S.O. 2638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2008) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Leather Research Institute and their workman, which was received by the Central Government on 29-9-2010.

[No. L-42011/111/2007-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT,
CHENNAI**

Monday, the 20th September, 2010

Present : A.N. Janardanan, Presiding Officer

Industrial Dispute No. 31/2008

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Leather Research Institute and their Workman)

Between

Sri P. Nagarajan : Petitioner/1st Party

Vs.

1. The Director : 1st Respondent/2nd Party
Central Leather
Research Institute
Adyar
Chennai-600020

2. The Management : 2nd Respondent/2nd Party
M/s Narender Engineer
Works
Civil and Mechanical
Engineering Contractors
Chennai-15

APPEARANCE:

For the Petitioner : M/s Balan Haridas, R. Kamatchi
Sundaresan Advocates

For the 1st Management: Sri T. Ravi Kumar, Advocate

2nd Management : Sri P.V. Sudakar, Advocate.

AWARD

The Central Government, Ministry of Labour *vide* its Order No. L-42011/111/2007-IR(DU) dated 18-6-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the contract between the management of Central Leather Research Institute and M/s Narendra Engineering Works, with regard to employment of Sri P. Nagarajan is sham and bogus? If yes, whether the action of the principal employer in terminating the services of the said workman w.e.f. 2005 is legal and justified? If not, to what relief the workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 31/2008 and issued notices to both sides. Both sides entered appearance through their Advocates and 1st Party filed Claim Statement, 1st and 2nd Respondents of 2nd Party filed separate counter statements. The petitioner further filed a reply statement.

3. The contentions raised by the petitioner in the Claim Statement briefly read as follows :

The petitioner, a qualified Air-Condition Technician working since 5-8-1997 under the 1st Respondent was termed by RI as a Contract Employee though there was no Contractor. His wages were paid by the 1st Respondent directly which initially was Rs. 1,500 per month with gradual increase. While so, on 5-9-1998 during harness the cutting player tool for work fell on his left eye causing bleeding injury. After first aid he underwent treatment at Government Eye Hospital, Egmore. In the wake of the injury cataract developed in the left eye blocking the vision. On 20-6-2003 in an operation cataract was removed. The retina in the left eye got detached on 1-10-2004, to rectify which, on advice, he approached and underwent three surgeries at Madras Medical Research Foundation (Sankara Nethralaya) on 20-10-2004, 10-11-2004 and 30-12-2004. In the meantime the petitioner had worked continuously under 1st Respondent till 21-10-2004. On 1-3-2005 when petitioner reported for duty, he was denied employment orally. On 1-3-2003 only he was termed to be a contract workman under Contractor Narendra Engineering Works, which is only to circumvent the law. ESI, Provident Fund Contributions deducted from 1-3-2003 were not paid to the credits of the employee. The injury suffered by the petitioner arose out of an accident in the course of his employment under 1st Respondent. No compensation has been paid to the petitioner under the

Workmen's Compensation Act for which the case is pending before Dy. Commissioner of Labour (Chennai). The petitioner had been working only under the direct control and supervision of the 1st Respondent. 1st Respondent has not registered under the Contract Labour (Regulation and Abolition) Act, 1970. 2nd Respondent has not obtained license under the Act. The alleged contract between 1st and 2nd Respondent is sham and bogus. The petitioner has worked for more than 240 days within 12 calendar months. No notice or compensation was paid to him on termination amounting to retrenchment thus making the termination void. The action of the Management amounts to unfair labour practice. The 1st Respondent has not taken prior permission under Section 25N of the I. D. Act thus making the termination again void. The petitioner is not gainfully employed after termination. Hence the prayer to hold that the alleged contract is sham and bogus and his termination is illegal and it is prayed that he be reinstated into service with full backwages and all attendant benefits.

4. The Counter Statement contentions of the 1st Respondent/2nd Party briefly read as follows:

The claim petition is not maintainable since CSIR is not an industry. Respondent, a constituent unit of CSIR, which is a Society under the Societies Registration Act, comes under Ministry of Science and Technology, Department of Scientific and Industrial Research of which the Prime Minister is the Ex-Officio President of the Society. The functions and objects of the council are described in the Claim Statement. CLRI is one of the constituents of CSIR to seek excellence in research in biological, chemical and engineering sciences to serve as a National Apex Body in the areas of leather and related products, to provide education and training in leather and allied sciences at national and international levels and to render technical assistance to leather industry. The research organization cannot be considered as industry. Its main asset is the brain of the Scientists. Research is an activity carried out by the Scientist individually. It does not indulge in any business, trade or manufacture with any commercial enterprise. The claim is neither legal nor justified. Petitioner was never an employee of the Respondent. He was not recruited. He is a contract worker of M/s Narendra Engineering Works, the 2nd Respondent from 1-3-2003 to 22-10-2004. It is denied that petitioner sustained injury during harness. There is no proof of the same. CLRI is not liable for any injury or medical expenses. Medical treatment has to be availed through ESI as an employee of M/s Narendra Engineering Works. ESI, EPF Contributions were deducted by his Contractor and CLRI is not liable for the same. There is no proof to show that the petitioner was recruited in CLRI. CLRI has discharged all its statutory obligations to the petitioner through the Contractor. 1st

Respondent is registered as Principal Employer and 2nd Respondent is a Licensed Contractor as covered by documents. Pursuant to the order dated 10-08-1994 of the Supreme Court in CSIR Vs. S.P. THAKUR AND OTHERS, the CSIR Casual Workers Absorption Scheme, 1990 was modified to cover all casual labours engaged prior to 5-12-1988 and CSIR Casual Workers Absorption Scheme, 1995 was formulated as a one-time measure. The petitioner having not fulfilled the basic requirements of the schemes has not been identified and listed in any scheme and hence cannot claim benefit as a contract worker. As per the judgment of the Supreme Court in Uma Devi and Others Vs. Secretary, State of Karnataka and Others, there is ban on regularization of the petitioner. The claim is meritless, lacking in bona fides and deserves to be dismissed.

5. The Counter Statement contentions of the 2nd Respondent/2nd Party briefly read as follows:

Under a formal agreement, the 2nd Respondent was Contractor with the 1st Respondent for Air-Condition Maintenance from 1-03-2003. The contract is under due license and is not sham. Petitioner was contract worker from 1-03-2003 to 22-10-2004 after which he abstained from duty without intimation. He is covered under ESI and EPF. Any accident or injury sustained by the petitioner during barness is not to the notice of the Respondent. ESI and EPF contributions were remitted to the authorities. Letter addressed to the petitioner at the last known address to collect the bonus and EPF amounts was returned as not found. There was no termination of petitioner on 1-03-2005 as alleged and hence there is no question of issuing notice or payment of compensation. The Respondent has complied with all statutory rules and regulations and the petitioner was covered under ESI and EPF. If at all sustained any injury, the petitioner ought to have obtained treatment at the ESI Hospital for which due remittances have been made. The petitioner never informed about the injury or the treatment taken to the 2nd Respondent. The claim is vexatious and deserves to be dismissed.

6. The supplementary contentions in the Reply Statement in a nutshell are as follows:

That 1st Respondent is not an industry is far-fetched. The petitioner was in service from 1997. The 2nd Respondent was Contractor only from 1-03-2003. Petitioner's salary was paid directly by the 1st Respondent. Eye injury was prior to coverage under ESI Act.

7. The evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W13 on the side of the petitioner and the testimony of MW1 and Ex. M1 to Ex. M22 on the Respondent's side.

8. Points for consideration are:

- (i) Whether the contract between the 1st Respondent/Management and the 2nd Respondent with regard to employment of P. Nagarajan is sham and bogus?
- (ii) If yes, whether the termination of the workman is legal and justified?
- (iii) To what relief the concerned workman is entitled?

Points (i), (ii) and (iii)

9. The arguments advanced on behalf of the petitioner are that the petitioner, an air-conditioning technician who worked for 8 years under the 1st Respondent as direct employee though under a so-called contractor, the 2nd Respondent is retrenched from service. His wages were paid directly by the 1st Respondent at the rate of Rs. 1,500 per month. He had worked continuously since 5-8-1997 till 21-10-2004. According to the petitioner only from 1-3-2003 he was termed to be a contract workmen under R2 which is to circumvent the law. ESI and PF contributions were deducted from him but were not remitted to his credits. He had been working under the direct control and supervision of the 1st Respondent, not a registered principal employer. Second Respondent is not a licensee under the Contract Labour (Regulation and Abolition) Act. The alleged contract is sham. The petitioner worked for 240 days within 12 calendar months. No compensation was paid or notice was issued to him. He is retrenched in unfair labour practice without permission under Section 25N of the ID Act.

10. The arguments on behalf of the Respondents are that the documents relied on by petitioner are of no avail to prove that he is a workman under the 1st Respondent but is a contract workman under R2. He was put on job like cleaning, painting, support service for AC plant, etc. by a letter of tender. It shows that he is not a regular workman. The documents relied on by him are of no effect to prove that he was under the employment of the 1st Respondent. The salary vouchers produced by him show payment having been made for AC work at Leena Cooler Centre. The registers produced by him are only self-serving documents with no evidentiary value to advance his case. He has not produced any appointment order. Admittedly, he is not a candidate sponsored through Employment Exchange. According to the petitioner he worked in Leena Cooler Centre as AC Maintenance Worker of which the Proprietor is his Father. There is also no reliable evidence to prove that the workman had worked for 240 days continuously in a calendar year in CLRI. There is no reliable material to show the alleged accident in which the workman was a victim occurred in CLRI workshop while serving

there. There is no employer-employee relationship between R1 and the workman established to concede to this claim. Initially a contract tender was given to the workman which was later given to R2. The contract is not capable of being comprehended as sham. R1 is a registered principal employer as is proved by documents. There was no appointment of workman by R1 and there is equally no termination of the workman from the service of the 1st Respondent as could be found from any genuine or valid documents. No documents are produced which would show the status of the workman as an employee under R1. The workman is also not proved to have worked continuously from 1997 to 1999 with the production of any convincing or reliable materials or records. He is only apt to be contract employee as could be comprehended from the given facts. Reliance is also placed on the decision of the Apex Court in UMA DEVI's case under which candidates continuing for a long time have no right to be absorbed or made permanent. The petitioner has admitted that he is a contract labour and therefore he is not entitled to any claim. The workman was actually abstaining from work after 20-10-2004.

11. The learned counsel for the petitioner relied on the decision of the Supreme Court in Kanpur Electricity Supply Co. Ltd. Vs. Shamim Mirza (2009-I-SCC-L & S-70) wherein it was held that in the present instance, workman did not produce the letters of appointment as also their salary slips but they were successful in adducing some contemporaneous documentary evidence showing that they were collecting cash on behalf of the Appellant and were answerable to the officials.

12. In Maharashtra State Road Transport Corporation and Another Vs. Casterive Rajya Parivahan Karamchari Sanghatana (2009-2-SCC-L & S 513), the Apex Court held that industrial and labour courts enjoy wide powers under Section-30 (i)(b) including to accord permanency to employees affected by unfair labour practice.

13. The workman of Food Corporation of India Vs. M/s Food Corporation of India (1985-II-LLJ-4) where the Apex Court held that workman employed by Contractor cannot be workman of third Party who engages Contractor to accomplish a particular result.

14. In the decision of the Apex Court in Raghavendra Rao and Others Vs. State of Karnataka and Others (2009-4-SCC-635) the Apex Court held that offer of appointment made by an incompetent authority renders the offer a nullity.

15. In this case it is not clear who appointed the petitioner if at all he was initially engaged under the 1st Respondent. There is not only non-production of appointment order by the petitioner but also it is not made clear who is the appointing authority. Only when it is made

clear who that authority is could be examined whether the appointment could be a valid one having reference to the authority of the concerned Officer. The other decisions cited and relied on behalf of the petitioner on their facts or dicta are not applicable to the facts of the present case.

16. On a consideration of the entire materials and as borne out in evidence, documentary and oral I am led to conclude that the case of the petitioner does not stand substantiated for any relief. He has not been proved to be a direct employee under R1. There is no evidence to show that he was being retrenched by R1 so as to entitle him any benefit. There is nothing to show that the contract between the workman and the 2nd Respondent is sham or that the workman was actually a direct employee under the 1st Respondent. There is no evidence of a reliable nature to show that initially petitioner started as a direct employee under the 1st Respondent and that thereafter his status was being changed into as a worker under the 2nd Respondent Contractor. The case of the petitioner seems to be built up without sound edifice in evidence. As between the two versions, one that petitioner met with an accident while he was in the workshop under R1 and he was undergoing treatment thereafter the version of the 2nd Respondent that he was abstaining from duty abruptly it is not possible to comprehend which version is true or more probable. It is for the petitioner to prove his claim in order to succeed. The burden to discharge such a duty has not been fruitfully done and therefore the petitioner is bound to fail in his claim. Even on a preponderance of probability a decision cannot be tilted in his favour in the absence of any iota of evidence.

17. The reference is answered that the contract between the R1 and R2 is not sham and bogus and there is no termination of the workman by the 1st Respondent. He is therefore not entitled to any relief.

18. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th September, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WWI, Sri P. Nagarajan

For the 2nd Party/Management : MWI, Sri A. Muthukrishnan

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ex.WI	03-05-1997	Bill issued by the Respondent for wages

Ex.W2	02-09-1998	Working and Conduct Certificate issued by the Respondent	Ex.M5	-	Letter dated 03-01-2002 from Leena Cooler Centre
Ex.W3	26-11-1999	Working and Conduct Certificate issued by the Respondent	Ex.M6	-	Letter dated 23-01-2002 from Leena Cooler Centre
Ex.W4	06-12-1999	Tender awarded in favour of petitioner	Ex.M7	-	Letter dated 25-01-2002 from Leena Cooler Centre
Ex.W5	01-06-2001	Bill issued by the Respondent for wages	Ex.M8	-	Agreement dated 01-02-2002 between M/s Leena Cooler Centre and CSIR/CLRI
Ex.W6	07-08-2002	Working and Conduct Certificate issued by the Respondent	Ex.M9	-	Bonus bill of M/s Leena Cooler Centre 2002-2003
Ex.W7	07-03-2003	Representation given by the petitioner regarding absorption	Ex.M10	-	Wage acquittance roll of M/s Leena Cooler Centre for Feb/March 2002
Ex.W8	15-07-2003	Treatment summary of the petitioner for his eye treatment	Ex.M11	-	Wage acquittance roll of M/s Leena Cooler Centre for April, 2002
Ex.W9	-	Certificate given by the Medical Director (RIO, GOH) regarding eye treatment for petitioner	Ex.M12	-	Wage acquittance roll of M/s Leena Cooler Centre for May 2002
Ex.W10	15-10-2004	Letter given by the Respondent to Sankara Nethralaya regarding free treatment for petitioner's eye damage	Ex.M13	-	Wage acquittance roll of M/s Leena Cooler Centre for July 2002
Ex.W11	-	Salary vouchers from Feb., 2002 to Feb., 2003	Ex.M14	-	Wage acquittance roll of M/s Leena Cooler Centre for August, 2002
Ex.W12	06-03-2003	Letter issued by Mr. Thiagu to all section heads regarding entry of petitioner to all the sections without any hindrance	Ex.M15	-	Wage acquittance roll of M/s Leena Cooler Centre for September, 2002
Ex.W13	-	Work register of the petitioner from 01-03-2002 to 27-02-2003	Ex.M16	-	Wage acquittance roll of M/s Leena Cooler Centre for October, 2002

**Documents Marked
On the petitioner's side**

Ex.No.	Date	Description		
Ex.M1	02-12-2009	Authorization letter given by Director, CLRI to Dr. A. Muthukrishnan to tender evidence for the case	Ex.M18	-
Ex.M2	-	CSIR Bye-laws	Ex.M19	-
Ex.M3	-	Attendance Roll of CLRI A/c Department for the period Oct. 2002 to Feb. 2003	Ex.M20	-
Ex.M4	-	Form for opening tenders dated 28-09-2001.	Ex.M21	-

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2639.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पैसर्स सहारा एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 55/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-09-2010 को प्राप्त हुआ था।

[सं. एल-11012/23/2009-आईआर(सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 29th September, 2010

S.O. 2639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2009) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. Sahara Airlines Ltd. and their workmen, which was received by the Central Government on 29-09-2010.

[No. L-11012/23/2009-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 31st August, 2010

PRESENT : A.N. JANARDANAN, Presiding Officer

INDUSTRIAL DISPUTE No. 55/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s Sahara Airlines Ltd. and their Workmen]

BETWEEN

Sri S. Ravichandran : 1st Party/Petitioner

Vs.

1. M/s Sahara Airlines Limited : 2nd Respondent/
1st Party

2. M/s Sahara India : 2nd Respondent/
Commercial Corp. Ltd.
Sahara India Centre, 2nd Party
8th floor No. 2, Kapoorthala
complex Aliganj Lucknow-226024

3. M/s Jet Airways Ltd. : 2nd Respondent/
SM Centre, Andheri-
Kurla Road, Andheri East
Mumbai-400059 3rd Party

APPEARANCE:

For the Petitioner	:	Sri K. Sudalakannu, S. Annamalar
1st Party	:	
For the 2nd Respondent/	:	M/s Gupta & Ravi
1st Party	:	
For the 2nd Respondent/	:	M/s. V. Devraj (AR)
2nd Party	:	
For the 2nd Respondent/	:	M/s Gupta & Ravi,
3rd Party	:	

AWARD

The Central Government, Ministry of Labour, vide its Order No. L-11012/23/2009-IR(CM-1) dated 14-08-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the demand of Sri S. Ravichandran for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 1-04-2007 entered by the Management of Jet Airways (India) Limited, Sahara India Commercial Corporation Limited and Others and Sahara Airlines Limited is justified and legal?"
(ii) To what relief is the workman concerned entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 55/2009 and issued notices to both sides. First Party entered appearance through Advocate, First and Third respondents through Counsel and the Second Party through Authorized Representative. When the matter stood posted for filing Claim Statement, the 1st Party filed Claim Statement. No Counter Statement was filed by the Respondents.

3. The sum and substance of the Claim Statement is as follows :

The petitioner appointed as Loader in Commercial Department on 31-01-1994 with last drawn salary of Rs. 8,330 by the First Respondent later fully acquiring whose shares by Third Respondent as per letter dated 20-04-2007 was informed to be on deputation with the R1 which is incorrect. R2 by letter dated 19-05-2007 paying Rs. 40,000 to the petitioner as Ex-Gratia and also acknowledging petitioner as workman of R1 was further issued with letter dated 1-06-2007 by R2 with whom there is no privity of contract and informed petitioner's relief from deputation and also requiring him to report to Aliganj, Lucknow which order is invalid. The petitioner is now not gainfully employed. There is no basis to shift the petitioner out of employment. The establishment at Chennai covered under Section-25N of I.D. Act employing more than 100 workers and hence the termination amounting to retrenchment by R1 and R3 have to comply with the provisions under Section-25N of the I.D. Act failure to which the termination is void ab initio. There is no legal or factual justification for the termination. Hence the prayer for reinstatement and absorption.

4. Points for consideration are :

- Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal ?
- To what relief the concerned workman is entitled ?

Points No. 1 & 2

5. When the I.D. stood posted to today for further proceeding the petitioner appeared in person and filed a petition supported by Aftidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and he has collected his full and final payment of the dues. He has also stated that he has forgone the right for reinstatement.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof having been realized by him and he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute and having collected the dues in terms thereof and has forgone the right for reinstatement as was originally claimed the prayer is only to be accorded.

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation with due receipt thereof acknowledged by the petitioner and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st August, 2010).

A.N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : None

For the II Party/Petitioner : None

Documents Marked :**On the Petitioner's side**

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description	... Respondents
	Nil		

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.एस.एल.

के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारी/श्रम न्यायालय, हैंदराबाद के पंचाट (संदर्भ संख्या 262/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[म. एल-40025/5/2010-आईआर(डीयू)]

जोहन तोपना, अवर सचिव

New Delhi, the 29th September, 2010

S.O. 2640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 262/2004) of the Central Government Industrial Tribunal-Cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of BSNL and their workmen, which was received by the Central Government on 29-09-2010.

[No. L-40025/5/2010-HR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present : SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 23rd day of August, 2010

Industrial Dispute L.C.No. 262/2004

Between:

Sri P. Ashok Kumar,
S/o P. Rajaiah,
R/o Vijayanagar Colony,
Hyderabad.

...Petitioner

AND

1. The Chief General Manager,
Bharat Sanchar Nigam Ltd.,
Door Sanchar Bhavan, Nampally
Station Road, Hyderabad - 1.

2. The Principal Chief Manager,
Hyderabad Telecom District,
Suryalok Complex, Abids,
Hyderabad - 1

3. The Divisional Engineer,
Phones (South), Saifabad,
Hyderabad.

4. The Sub-Divisional Officer,
Phones (South), Vijaynagar
Colony, Hyderabad

...Respondents

APPEARANCES

For the Petitioner : M/s. B. G. Ravindra Reddy, B.V.
Chandra Sekhar & P. Srinivasulu,
Advocates

For the Respondent : Sri R. S. Murthy, Advocate

AWARD

This petition under Sec.2A (2) of the D. Act, 1947 has been filed by Sri P. Ashok Kumar against alleged termination order dated 31-3-2004 and for reinstatement in the service in light of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner was appointed as mazdoor on casual basis in Respondent's organization and he was illegally discharged/dismissed/reinstated/terminated by said employer on 31-3-2004. He was served a notice on Respondent but no action was taken by the management. He was not given any appointment letter, his salary was paid through vouchers. Several persons previous to him have been retained in services and have been given temporary status by the management. Therefore, Petitioner filed O.A. No.1582/2003 before the Hon'ble Central Administrative Tribunal which was dismissed for want of jurisdiction. Thereafter Petitioner filed W.P. No.11287/2004 seeking extension of similar benefits. Said writ petition was disposed off by order dated 6-8-2004 directing the Respondent to consider the case of the Petitioner within three months. However, the Respondent by order dated 25-10-2004 rejected the case of the Petitioner for regularization in the service, hence, this petition before this tribunal.

3. Counter statement has been filed by the Respondent. They had stated that petition is not maintainable. Petitioner has never worked as casual labour though. In the petition before Hon'ble High Court his representation was rejected intimating him that there is no engagement of casual labour. He was never appointed as casual labour nor he was allowed to perform any duty. He was never terminated/restricted or discharged on 31-3-2004. It has further been submitted that the department has imposed ban on engagement of casual labour vide letter No.270/6/84-STN dated 30-3-1984. Thus, in light of the aforesaid ban no temporary or casual worker is being engaged. The petition is misconceived and deserves to be dismissed.

4. Parties were directed to adduce evidence. Petitioner workman filed affidavit and produced himself for cross examination. He has filed a service certificate alleged to have been issued by department of Telecommunications on 31-12-94. He has also filed three photographs.

5. Respondent management has filed affidavit of Sri D. Muthu Lingam Sub Divisional Engineer (Legal), and produced him for cross examination. Management has also filed circulars from Director General, Telecom and Government of India, Ministry of Communication ban imposed by department for recruitment of casual labour.

6. I have heard Learned Counsel for the Petitioner, the Respondent counsel was not present. It has been argued by the Learned Counsel for the Petitioner that if a daily rate worker is terminated by verbal order without complying with the Sec.25F of the Industrial Disputes Act,

1947, then a term of the management is liable to be liable to provisions of Industrial Disputes Act, 1947 and term of the managing agent is illegal and the workman is entitled for protection of clause 25F. He has relied upon decision reported in 1973 A.W.Admistrative Tribunals Case No.480 in the matter of Sengara Kumar Bharadwaj vs. Govt. of India and others. Petitioner further argued that the Petitioner was a regular employee as proved by fact that he signed his name and and the service certificate issued by the Junior Engineers Officer, Ghatotkach Zonal, Safdarjung which was issued on 31-12-1994. It was further argued that Petitioner has filed writ petition in Hon'ble High Court, it was dismissed by Hon'ble High Court and Respondent was directed to disposed off the representation of the Petitioner.

I have considered the arguments of the parties and found for the Petitioner and have gone through the main statement and counter statement. The workman tries to establish the relationship of master and servant between him and the Respondent. Learned Counsel for the Petitioner has not been able to prove before this tribunal that there was a relationship of master and servant between the Petitioner and the department of Telecommunications. The Petitioner has filed W.P.No. 11287/2004 and the same petition was disposed off with direction to consider the case of the Petitioner. The Petitioner has made representation on 17-10-2004 for a reasoned order stating that his claim is correct.

7. It is the duty of Petitioner to prove that he was engaged on 1-7-84 and have been continuously working for a period of 17 years in preceding year prior to 1-7-84 and thereafter a break for more than one year and he should be currently engaged as casual labour. Nine-tenth of these conditions were fulfilled by the Petitioner. His representation was rejected. Petitioner has filed a service certificate Ex. V-A, but he has not been able to prove who has issued this certificate. Moreover, this certificate indicates that P. Ashok Kumar has worked as casual worker from August, 1993 to 31-12-94. Whether the Petitioner was engaged on 1-7-84 and he worked upto 31-12-94 has not been mentioned by him. Moreover, Respondent's witness Sri D. Muthu Lingam, SDE (Legal) has deplored this certificate as he has stated that Petitioner was not appointed nor terminated or dismissed from the service. The Petitioner during his cross examination has admitted that he was not given any appointment letter. He has no documents to be substantiate who has fitted the said in his case. But there is no such document available either. So, Petitioner has admitted that he has not approached his representative for his regularization. He has further admitted that the person named in his affidavit did not work in his office, they have worked in other office. This supports the contention of the Petitioner that junior telephonists used working in telecommunication office is not based on correct facts. The person named is said to be number of the employees are working in other offices. The Petitioner has not been able to name a single person who is working in his office where Petitioner claimed to have worked. But, in Ex. V-A of Ex. W 4 there is no paper to prove that Petitioner P. Ashok

worked in the telecom department or under the Respondent No. 2 as claimed by him. If he had worked with the telecom department he could have filed his pay slip or wage slip or wage payment orders. In absence of any wage payment order mere filing photographs along with the officials of the telecom department it can not be said to be proof that Petitioner was a casual labour as alleged by him in the telecom department. The Petitioner has not been able to prove relationship of master and servant, certificate produced by him has not been properly proved and it will not help the Petitioner to establish his case that he has been working with the department. Since the department has put a ban on the appointment of casual labours in the year 1988 itself it can not be said that the junior officer can appoint any person in violation of the directions issued by the Director General of Communications.

8. From the above discussions this tribunal is of the considered opinion that the Petitioner workman has not been able to prove that he has been working as casual labour and was retrenched or disengaged on 31-3-2004. There is no relation of master and servant between the Petitioner and the management and Petitioner is not entitled for any relief from this tribunal. This petition deserves to be dismissed. Hence, this Award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 23rd day of August, 2010.

VED PRAKASH GAJU, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri P. Ashok Kumar	MW1 : Sri D. Muthu Lingam

Documents marked for the Petitioner

Ex.W1:	Copy of order in WP No. 11287/2004 dt. 16-8-2004
Ex.W2:	Copy of letter No. DE(E)SFD/X/01-02 dt. 25-10-2004
Ex.W3:	Copy of representation of WW1 to Respondents dt. 29.12.2004
Ex.W4:	Original service certificate dt. 31-12-1994
Ex.W5:	Photograph
Ex.W6:	Photograph
Ex.W7:	Photograph

Documents marked for the Respondent

Ex.M1:	Copy of DOT, N D Ir. No.270/6/84-STN dt.30-3-1985
Ex.M2:	Copy of DOT, N D Ir. No.270/6/84-STN dt.22-6-1988
Ex.M3:	Copy of DOT, N D Lr. No.269-10/89-STN dt. 7-11-89

Ex.M4:	Copy of DOT, N D Ir. No.269-4/93-STN dt.17-12-93
Ex.M5:	Copy of DOT, N D Ir. No.269-10/99-STN dt.14-8-1998
Ex.M6:	Copy of O.M. No. 269-4/93-STN-II(Pt..) dt. 12-2-99
Ex.M7:	Copy of O.M. No. 269-4/93-STN-II(Pt..) dt. 15-6-99
Ex.M8:	Copy of order dated 26-4-2004 in OA No. 1583/2003
Ex.M9:	Copy of order dated 6-8-2004 in WP No. 11287/2004
Ex.M10:	Copy of LR. No. DE(E)SFD/X/01-02 dt. 25-10-1994

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केंद्रीय सरकार मैसर्स डायनामिक सिक्यूरिटी कार्ट्रिङ्कर ऑफ पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधसंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (मंदर्थ संख्या 30/2009) को प्रकाशित करती है, जो केंद्रीय सरकार को 29-09-10 को प्राप्त हुआ था ।

[सं. एल-42012/93/2007-आईआर(डीयू)]

जाहन तापना, अवर सचिव

New Delhi, the 29th September, 2010

S.O. 2641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2009) of the Central Government Industrial Tribunal-Cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of M/s. Dynamic Security Contractor of Power Grid Corporation of India Ltd. and their workman, which was received by the Central Government on 29-09-2010.

[No. L-42012/93/2007-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 30/2009
L-42012/93/2007-IR (DU), dated 3-7-2009

Date of Passing Order-28th May, 2010

Between :

The Management of M/s. Dynamic Security, Contractor, Power Grid Corporation of India Limited, 162/1, Moti Bagh Village, Nanakpura, New Delhi-110021.

... 1st Party-Management
And

Their Workman Shri Dileswar Naik, represented through the Vice President, Sundargarh Industrial Mazdoor Union, A/42, Sector-16, Rourkela-3, Sundargarh.

... 2nd Party-Union

Appearances :

None	... For the 1st Party-Management.
None	... For the 2nd Party-Union.

ORDER

9. 28-5-2010 Lok Adalat :—Case taken up today before Lok Adalat. None of the parties is present. Statement of claim has not yet been filed by the 2nd Party-Union, though notices were issued to the parties by ordinary post on 24-12-2009 and by registered post on 29-4-2010. But the parties did not take pain to appear and file their respective claim and counter claim, if any claim is filed. As such it appears that the 2nd Party-Union is not any more interested in pursuing the case and it will be of no use if the case is kept hanging without any purpose. Therefore the reference is liable to be returned and is returned to the Government of India, Ministry of Labour for necessary action at their end.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 मित्राम्बर, 2010

का.आ. 2642.—औद्योगिक विवाद अधिनयम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्किलॉजिकल सर्वे ऑफ इंडिया के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 164/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-09-2010 को प्राप्त हुआ था।

[सं. एल-42012/278/90-आई आर(डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 29th September, 2010

S.O. 2642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 164/91) of the Central Government Industrial Tribunal-cum-

Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Archaeological Survey of India and their workman, which was received by the Central Government on 29-09-2010.

[No. L-42012/278/90-I.R.D.U.]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR,
KANPUR**

Industrial Dispute No. 164 of 1991

In the matter of dispute between

Ishwari Prasad C/o Surendra Singh, 2/236 Nainpur Agra
And

Superintending Archaeologist, A.S.I. The Mall Agra.

AWARD

1. Central Government, Ministry of Labour, *vide* its notification No. 42012/278/90-I.R.D.U. dt. 25-9-91, has referred the following dispute for adjudication to this Tribunal—

Whether the Superintending Archaeologist, Archaeological Survey of India, Agra was justified in terminating the services of Sri Ishwari Prasad w.e.f. 13-7-87? If not, to what relief the workman concerned is entitled?

2. In the instant case the concerned workman has not filed statement of claim despite availing of sufficient time. It thus appears that the concerned workman is not interested in prosecuting the case.

3. In view of above, the reference is answered inaffirmative for want of pleading. Consequently the concerned workman is not entitled for any relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer
नई दिल्ली, 29 मित्राम्बर, 2010

का.आ. 2643.—औद्योगिक विवाद अधिनयम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैष्ण ऑफ इंडिया के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय मण्डप औद्योगिक अधिकरण/प्रम न्यायालय-1, चेन्नई के पंचाट (संदर्भ संख्या 309/2001) को प्रकाशित करती है, जो केन्द्रीय मण्डप को 29-09-2010 को प्राप्त हुआ था।

[सं. एल-12012/99/01-आई आर(डीयू)]

पृष्ठनंद्र कृपार, डैग्स अधिकारी

New Delhi, the 29th September, 2010

S.O. 2643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 309/2001) the Central Government Industrial Tribunal/Labour Court-1, Chandigarh now as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Bank of India and their workman, which was received by the Central Government on 29-09-2010.

[No. L-12012/99/01-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case I. D. No. 309/2001

Shri Nachhattar Singh (Happy Studio Circle), H. No. 2662, Street No. 2, Guru Nanak Colony-B, Opp. G.N.E., College, Main Gate, Ludhiana-141001.

...Applicant

Versus

The Chief Regional Manager, Bank of India, 579, Model Town, Ludhiana-141001.

...Respondent

APPEARANCES :

For the Workman : Shri B. N. Shegal.

For the Management : Shri Ranjan Lohan.

AWARD

Passed on : 20-9-2010

Government of India *vide* notification No. L-12012/99/2001-IR (B-II), dated 10-10-2001 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

"Whether the action of the management of Bank of India in awarding the punishment of removal from the services to Shri Nachhattar Singh S/o Shri Bant Singh is legal and just ? If not, what relief the concerned workman is entitled to and from which date ?"

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. On perusal of the pleadings of the parties, it is evident that the case of the workman in nut shell is that he was removed from the services without conducting any enquiry. He has not admitted the charges levelled against him voluntarily. He admitted the charges on assurance of the management to award the lesser punishment than removal or

discharge. The main contention of the workman is the nature of admission of charges before the enquiry officer during departmental proceedings.

The management appeared and contested the claim of the workman by filing written statement. It is the contention of the management that workman has voluntarily admitted the charges. There was no occasion for the enquiry officer to conduct a full fledged enquiry and enquiry report was given on the basis of the admission. The enquiry report absolutely based on the admission is not bad in law.

Parties were afforded the opportunity for adducing evidence. Prior to affording the opportunity for adducing evidence, preliminary issue on fairness of enquiry was decided by this Tribunal *vide* Order dated 15-02-2010. Order dated 15-02-2010 itself makes it clear that opportunity for adducing evidence was afforded to the workman by this Tribunal on nature of admission in departmental proceedings. No evidence was adduced. Number of opportunities were afforded to the parties but opportunities given by this Tribunal were not availed. Consequently on 24-05-2010 this Tribunal ordered for conducting the proceedings *ex parte* on account of long and continuous absence of the management. The affidavit filed by the workman was considered in evidence.

The arguments of the parties were heard at length. As stated earlier, the main issue before this Court is regarding the nature of admission and charges levelled against the workman during departmental proceedings. After hearing the parties and perusing the entire materials on record, I am of the view that it was a voluntarily nature of admission made by the workman during the departmental proceedings, I am reaching to the conclusion on the following grounds :—

- (1) The workman admitted the charges before the enquiry officer. He moved an application addressed to the disciplinary authority regarding admission of the charges. The statement of the workman was recorded by the enquiry officer in which the workman has also stated the voluntarily nature of admission.
- (2) The workman has not only admitted the charges before the enquiry officer but before disciplinary authority as well.
- (3) The workman has further admitted the charges and its voluntarily nature before the appellate authority. In the memorandum of appeal it is specifically mentioned by the workman that he has voluntarily admitted the charges before the enquiry officer and prayed for lenient punishment. On perusal of the entire materials on record, I am unable to trace out even iota of evidence to prove the contention of the workman for admitting the charges on assurance

of the management for lesser punishment than removal or discharge. No complaint anywhere was lodged by the workman against his voluntarily nature of admission.

On the basis of the above observation, I am of the view that workman had voluntarily admitted the charges and the nature of the charges proves that punishment awarded was proportionate to the committed misconduct. The workman not only admitted the charges, but from the documentary evidence it is also proved that he had deposited the amount which was subject matter of fraud and embezzlement. Under such circumstances, there should be no sympathy in awarding the punishment and order of removal was proportionate to the committed misconduct. Moreover, management is a financial institution where the main business is relating to the finance. If the management losses the faith in any workman on account of losing faith of public in workman, he became useless for the institution and he was rightly kicked off from the institution like bank. Accordingly, the reference is answered. The workman is not entitled for any relief. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/12 ऑफ 2007) शिकायत सं. सीजीआईटी-2/4 ऑफ 2007 को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-09-10 को प्राप्त हुआ था।

[सं. एल-12025/1/2010-आई आर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th September, 2010

S.O. 2644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/12 of 07 complaint No. CGIT-2/4 of 2007) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the Industrial dispute between the employees in relation to the Management of Jawaharlal Nehru Port Trust and their workman, which was received by the Central Government on 29-09-2010

[No. L-12025/1/2010-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. LAD, Presiding Officer

Complaint No. CGIT-2/4 of 2007

in

Reference No. CGIT-2/12 of 2007

Parties :—

Raigad Shamik Aekata Sangh
Shetkari Kamgar Paksha Karyalaya
Plot No. 228/1, Savali Society
Opp. Rupali Talkies, Panvel
Tal. Panvel, Distt.
Raigad-410 206 . . . Complainant

Versus

Jawaharlal Nehru Port Trust
1107, Raheja Centre
214, Free Press Journal Road,
Nariman Point
Mumbai-400 021 . . . Opponent

APPEARANCES :

For the Complainant : No appearance
For the Opponent : Mr. S. S. Amdoskar,
Representative

Mumbai, dated the 6th August, 2010

AWARD

Complaint is filed by Union alleging that complaints involved in this are project affected persons, whose lands however were acquired by Government of Maharashtra and was handed over to JNPT. They were working with JNPT. They worked for more than 240 days in a year and acquired status of permanency. Workmen were engaged on that work through contractor and demand was raised not to give said work to contract workers. Opponent is the only Port who is not engaging permanent workers on the work of maintenance. It is against the interest of workmen and said is done without giving notice under Section 33-A of the Industrial Disputes Act. So it is prayed that said act of the JNPT be declared as unfair labour practice.

2. Notice was served on complainants vide Ex-6 looking their absence in the proceedings since long. However complainants found absent on number of occasions including today's date. So complaint is disposed, off.

Hence following order is passed.

ORDER

Complaint is dismissed for want of prosecution.

Date : 06-08-2010

A. A. LAD, Presiding Officer

नई दिल्ली, 29 सितम्बर, 2010

का.आ. 2645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम व्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 82/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं.एल-12012/92/07-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th September, 2010

S.O. 2645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Indian Bank and their workman, which was received by the Central Government on 29-9-2010

[No. L-12012/92/07-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th September, 2010

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No.82/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

BETWEEN

Sri M. Damodaran : I Party/Petitioner

Vs.

The General Manager : II Party/Respondent
Indian Bank Personnel

Department Head Office,66,
Rajaji Sahai, Chennai-600001

APPEARANCE :

For the 1st Party/Petitioner : M/s. K.M. Ramesh,
Advocates

For the 2nd Party/Management : M/s T.S. Gopalan &
Co., Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/92/07-IR (B-II) dated 28-11-2007 has referred the dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Indian Bank inflicting the punishment of Compulsory Retirement on Sri M. Damodaran is legal and justified? If not, to what relief is the workman entitled ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 82/2007 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement as the case may be.

3. The facts in the Claim Statement bereft of unnecessary details are as follows :

The petitioner while was working as Sub-Staff in Arokkam Branch of the Respondent/Bank was abruptly suspended in August, 2000 alleging him to have been involved in two fictitious credit entries for Rs. 39,000 dated 24-06-2000 and for Rs. 54,000 dated 03-08-2000 and cash withdrawal for Rs. 38,000 on 18-07-2000, Rs. 900 on 27-07-2000, Rs. 40,000 on 08-08-2000 and Rs. 14,000 on 09-08-2000 in SB A/c No. 16204 of one Sri S.S. Kumar. He was charged for misconduct prejudicial to the interests of the bank and gross negligence under Clause-5(b) of the Bipartite Settlement dated 19-10-1966 whereby itself the Enquiry Officer was appointed. He was led into the enquiry blindfolded and against the principles of natural justice. In the enquiry one V. Siva Kumar, Branch Manager, A.D. Gopal, Senior Manager, Vellore and S.M. Kannan, Senior Manager, Anna Nagar were examined. The Enquiry Officer was biased which prejudiced the workman. The enquiry is not fair and proper. Copy of the enquiry report dated 7-12-2002 was furnished to him to which he offered his comments by way of detailed explanation. On 19-6-2004 notice proposing compulsory retirement under Clause-6(c) of Memorandum of Settlement dated 10-04-2002 for gross misconduct under Clauses-5(b), 5(d) and 5(j) of Bipartite Settlement was issued. Petitioner submitted a further reply and was heard personally on 18-06-2004 where he submitted that he is not guilty, which without being considered the proposed punishment was imposed under Clause-6(c) on 19-06-2004. His appeal dated 30-07-2004 pointing out illegality of punishment under Clause-6(d) was rejected on 13-05-2005 without application of mind. It is a case of victimization and unfair labour practice. The complainant was not examined thus with no opportunity to the petitioner to cross-examine him. There was no misappropriation of money. The principle that the fact sought to be proved must be supported by statements made in the presence of the person against whom the enquiry is held and those statements made behind the back of the person charged are not to be treated as substantive evidence which is one of the basic principle and which cannot be ignored on the mere ground that domestic tribunals are not bound by the technical rules or procedure under the Evidence Act are violated. The petitioner was deprived of opportunity to

defend properly. The finding is perverse without appreciation of the evidence and being pre-determined. Disciplinary and Appellate Authorities mechanically affirmed the finding. The Charges have not been proved. The evidence is to be re-appreciated under Section-11A. Hence the claim for setting aside the punishment and reinstatement.

4. The Counter Statement contentions briefly read as follows:

On 11-8-2000 during balancing the books of accounts and ledgers in the SB A/c No. 16204 of S.S. Kumar, 2 credit entries for Rs. 39,000 dated 24-6-2000 with a narration "OBC" and for Rs. 54,000 dated 3-8-2000 with a narration "by clearing" not supported by any challan or voucher nor with corresponding entries in the accounting books of the bank like Sectional Day Book or OBC Ledger or Clearing Register were noticed. A sum of Rs. 38,000 seemed to have been withdrawn on 18-07-2000, another sum of Rs. 900 on 21-07-2000, another sum of Rs. 40,000 on 08-08-2000 and a sum of Rs. 14,000 on 09-08-2000. All the vouchers relating to the debits were intact with the voucher bundle of respective dates and they were kept in safe custody. At 0800 PM on the same date, the matter was reported to the AGM, Vellore over phone and later by letter dated 12-8-2000 to the Chief Vigilance Officer, Chennai. On questioning Sri S.S. Kumar, SB Account Holder, he admitted that amounts credited on 24-06-2000 and 03-08-2000 did not belong to him and he agreed to repay the amount before 01-09-2000. Mr. Kumar confessed that the petitioner was involved in engineering these transactions and also that the petitioner had told him to withdraw the credits in his account through withdrawal slips not to face consequences, which he complied. Receiving the payments from the counter by the petitioner he paid Rs. 10,000 to Kumar. Kumar gave a letter dated 12-8-2000 to the Investigation Officer confirming the above. The father of the petitioner, Mathur coming to the Bank assured to arrange remittance of the balance amount. To Show Cause Notice dated 25-02-2000 the petitioner did not give a reply despite 4 reminders. On 09-03-2002 he was charge sheeted. An enquiry was held. The petitioner examined his father. The punishment is fully justified and there is no scope for interference. The petitioner has since received his gratuity and PF dues and is getting monthly pension of Rs. 1,320. The suspension was not malafide or against natural justice. Non-examination of Kumar would not exonerate the petitioner. The enquiry is fair, proper and not biased. The finding is not perverse. The finding is on application of mind. Petitioner engineered fraudulent credits forging the initials of Checking Officer in balance column and subsequent fraudulent withdrawal of funds. The finding does not call for interference under Section-11A. the claim is to be dismissed.

5. The evidence consists of oral evidence of WW1 and Ex. W1 to Ex. W6 on the petitioner's side and Ex. M1 to Ex. M16 on the side of the Respondent, both sets marked

on consent. No oral evidence was adduced on the side of the Respondent.

6. Points for consideration are:

- (i) Whether the compulsory retirement of the petitioner is legal and justified?
- (ii) To what relief the concerned workman is entitled?

Points (i) and (ii)

7. Heard both sides and perused the documents, enquiry proceedings and report as well as written arguments filed on behalf of the petitioner. The prominent arguments advanced on behalf of the petitioner by the learned counsel are that there is no evidence at all against the petitioner, is a Sub-Staff who cannot have access to the ledger and who so is unable to give any credit entry. The evidence of MW1 and MW2 is hearsay and illegal based on the statement purportedly made by S.S. Kumar, Account Holder of the SB A/c No. 16204 in respect of which the fictitious credits were made without examining S.S. Kumar, the complainant in the enquiry and whose no cross-examination being made possible by the petitioner. It is pointed out that during enquiry which above fact was brought to the notice of the Enquiry Officer, he recorded in the proceedings by way of a ruling that no credence would be given to the statement of S.S. Kumar if it was not produced for examination. But without that ruling being translated into reality a finding is given against the petitioner. The finding is perverse and bad in law apart from being biased. Again it is on record that Ms. Rajganayaki, Clerk of Arakkonam Branch only had made the entries. The petitioner was on leave on the relevant dates also. Except the statement of S.S. Kumar, no other document is there to implicate the delinquent. The finding is rendered behind the back of the delinquent and is treacherous. He relied on the decision of the Apex Court in ROOPSINGH NEGIVS. PUNJAB NATIONAL BANK AND OTHERS (2009-2SCC-570) wherein it is held that "the purported evidence collected during investigation against the accused by itself could not be treated to be evidence in the disciplinary proceedings. No witness examined to prove the said documents. The Management witnesses merely tendered the documents and did not prove the contents thereof. In KULDIP SINGH VS. THE COMMISSIONER OF POLICE AND OTHERS (1999-2-SCC-10) it was held "where a previously made by the witness either during the course of preliminary enquiry or investigation, is proposed to be brought on record in the departmental proceedings, the law as laid down by this Court is that a copy of that statement should first be supplied to the delinquent, who should thereafter be given an opportunity to examine that witness". In Hardwari Lal Vs. State of UP and Others (1999-8-SCC-582), the Supreme Court held that "failure to examine material witness would vitiate the disciplinary proceedings". In Anil Kumar Vs. Presiding Officer (1985-3-SCC-378) Supreme Court held that

"an enquiry report in a quasi judicial enquiry must show the reasons for the conclusion . It cannot be an ipse-dixit of the Enquiry Officer. It had to be speaking order in the sense that conclusion is supported by reasons". In Madhya Pradesh Industries Ltd. Vs. Union of India (1966-1-SCC-466) it was observed that "a speaking order will at its best be a reasonable and at its worst be atleast a plausible one". "It should all the more be so where the enquiry may result in deprivation of livelihood or attach a stigma to the character". "Where a disciplinary enquiry affect the livelihood and is likely to cast a stigma and it has to be held in accordance with the principles of natural justice the minimum expectation is that order must be a reasoned one". It is further held in H. C. Goel Vs. Union of India (Air 1964-SC-364) "mere suspicion should not allowed to take the place of proof even in domestic enquiries".

8. The contra arguments of the Respondent's learned counsel are that regarding the spurious credits of the amounts into the account of S. S. Kumar, the Account Holder alone can throw some light. On information regarding the credits while the Investigating Officer was enquired with the account holder who admitted the credits as not belonging to him. It is from him that some materials were emanating so as to throw light into the fact that the wrong credits occasioned at the intervention of the petitioner, a Sub-Staff. Though, describing himself as Sub-Staff the petitioner may not totally disown the responsibility for the wrong credits of the amounts to the SB A/c of S. S. Kumar, the Account Holder. For the fraudulent acts the fraudster need not be directly involved but may get it done by any hook or crook. It is the petitioner alone who engineered the fraud. The petitioner did not appear before the enquiry or plead not guilty. It is further pointed out that there is no motive for the Respondent/Bank to falsely proceed against the petitioner. It is not without any basis that the Management proceeded against the petitioner. There was a statement of S. S. Kumar recorded by the Investigating Officer in which Kumar has confessed that the credits were not effected by him but were caused at the instance of the petitioner. He also has delineated the episode that was unfolded from the petitioner regarding the credits of the amounts in his SB Account, the withdrawals effected by the petitioner appropriating to himself major portions of the money but without disclosing how the credits were given or from whom it was leaving those matters in obscurity for being explained later, but with no discernible intention to disclose later too. The learned counsel while agreeing that there may not be tangible evidence to contend that the petitioner alone may be guilty there is circumstantial evidence to show that the petitioner is guilty. He reminded this Tribunal that the function of this Tribunal is only to have a judicial review in which the question to be looked into is whether there is some legal evidence to warrant the finding and it is not to look for sufficient evidence. In other words insufficiency of the evidence is not a ground to interfere with the finding rendered by the Enquiry Officer if on some evidence, say

legal evidence the finding could reasonably be entered into. Even if it may be that a third person may also be involved, as to who he is, we may be in dark presently, does not mean that the pinpointed man cannot be proceeded against.

9. There is forceful challenge against the reliance placed on the statement of S. S. Kumar, the Account Holder without his having been examined. A good number of decisions have been sought to be relied on behalf of the petitioner to show that the statement of the Account Holder is not acceptable without his having been examined in the enquiry and without having given an opportunity to the delinquent to cross-examine the Account Holder on whose complaint or the statement the petitioner is proceeded against. In other words, the taint ascribed against the statement of S. S. Kumar without examining him is that the same is only an instance of hearsay and cannot be based for a decision. It is settled that any material logically probative to a prudent mind is reliable provided it has rational nexus and is reliable. It has been held that there is no allergy even to hearsay provided there is rational nexus to the information with the fact in issue and the same is credible. Applying the above dicta to the facts of the present case when the issue is examined it may seem sound to hold that though the statement of S. S. Kumar, the Account Holder is not proved by himself, but when has been proved through the Investigating Officer and other witnesses on the side of the Respondent/Management it is pertinent to ask would they not be logically probative materials to hold that the statement of the said S. S. Kumar, the Account Holder are true and the contents thereof are reliable to implicate the petitioner as being the person who caused the fictitious credit entries being made in the SB Account of S. S. Kumar. It is brought to light that the very petitioner was getting the wrongly credited amounts withdrawn through the withdrawal slips signed by S. S. Kumar, the Account Holder of which amounts the petitioner himself was appropriating the major portion, parting a small portion to S. S. Kumar who when was receiving the money being found startled, the petitioner was making standstill by saying that everything will be explained later, putting a lid to the conversation touching the very affair. It is shown that the petitioner and the Account Holder, S. S. Kumar are friends. Though S. S. Kumar was sought to be made a witness by summoning him in the enquiry he was not appearing for the enquiry and that has been the reason for his not being examined as a witness in the enquiry and the non-examination of S. S. Kumar, therefore cannot be attributed as a fault on the part of the Respondent/Management. Though this is the only evidentiary material pointing to the guilt against the petitioner it cannot be found that there is no evidence, say legal evidence worth the name to warrant a finding that the petitioner is guilty of the charges. Law cannot be oblivious to what is obvious to others. Strict rules of Evidence Act are not applicable in an industrial adjudication. As already mentioned even a reliance can be placed on hearsay evidence provided the

material has rational connection and the same is credible. In this case, the material is the information furnished from the statement of S. S. Kumar, Account Holder indicating the petitioner to have engineered the fictitious entries in the SB Account and the withdrawals of amounts by himself through the petitioner appropriating a major portion to petitioner himself and parting with a small sum to the Account Holder as a reward for the share of the Account Holder in assisting the petitioner to achieve his objective of wrongfully enriching himself. There is no reason to disbelieve the management witnesses. They are only out for finding of facts. They have no ill motive against the petitioner. The case on hand is not one with no evidence but is with some material logically probative to persuade to a positive finding against the petitioner. Therefore, the so-called hearsay statement in writing as a logically probative material to a prudent mind could safely be relied upon to hold that the petitioner is the brainchild of the fraudulent entries. Therefore, he is guilty of the charges. The finding to that score rendered does not suffer from any infirmity or illegality and the same is not vitiated for any reason, whatever. The punishment of Compulsory Retirement imposed on the petitioner is also just proportionate to the gravity of the offence and the same also does not call for interference. The petitioner is therefore not entitled to any relief.

10. The reference is answered accordingly.

(Dictated to the P. A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th September, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1, Sri M. Damodaran
For the II Party/Mgmt : None

Documents Marked :—

On the petitioner's side

Ex.No.	Date	Description		
Ex.W1	7-12-2002	Letter from Indian Bank employees Union to the Enquiry Officer enclosing Defence Summing Up statement.	Ex. W4	Nil
Ex. W2	7-12-2002	Defence Summing Up statement submitted by the 1st Party to the Enquiry Officer.	Ex. W5	Nil
Ex. W3	1-10-2003	Letter from 2nd Party enclosing enquiry findings and asking for comments from the 1st Party.	Ex. W6	Nil
				Comments submitted by the 1st Party to the enquiry findings.
				Petitions under Section 2A filed by the 1st Party before the Assistant Commissioner of Labour (Central), Chennai.
				Reply filed by the 1st Party to the remarks of the 2nd Party before the Assistant Commissioner of Labour (Central), Chennai.
				On the Management's side
				Description
			Ex.No.	Date
			Ex. M1	9-03-2002
			Ex. M2	Nil
			Ex. M3	Nil
			Ex. M4	12-08-2000
			Ex. M5	16-08-2000
			Ex. M6	19-08-2000
			Ex. M7	12-08-2000
			Ex. M8	16-08-2000
			Ex. M9	24-04-2001
				Charge Sheet issued to the petitioner.
				Reply by petitioner
				Enquiry proceedings
				Letter by Respondent to Chief Vigilance Officer regarding the fraud (M.E. 1).
				Letter by Respondent to the Regional Office, Vellore (M.E. 2).
				Letter by Respondent to the Regional Office, Vellore (M.E. 3).
				Letter by S.S. Kumar, Account Holder to the Respondent informing the fraud committed by the petitioner (M.E. 4).
				Letter by the Investigation Officer (Senior Manager) to the Regional Office, Vellore alongwith annexures (M.E.5).
				Letter by Office of the Government examiner (Ministry of Home Affairs) to the Respondent Bank (D.E.1).

Ex. M10	22-09-2001	Enquiry findings
Ex. M11	3-05-2004	2nd Show Cause Notice issued to the petitioner.
Ex. M12	Nil	Reply by the petitioner to the above show cause notice.
Ex. M13	4-06-2004	Letter issued to the petitioner by Respondent.
Ex. M14	19-06-2004	Order of Compulsory Retirement issued to the petitioner.
Ex. M15	30-07-2004	Appeal preferred by the petitioner against the above order.
Ex. M16	31-08-2005	Order passed by Appellate Authority.

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंह वैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम आयातलय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 91/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं. एल-12012/197/02-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/2003) of the Central Government Industrial Tribunal/Labour Court-1, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 29-9-2010.

[No. L-12012/197/02-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case I.D. No. 91/2003

Shri Tusli Prasad S/o Shri Baij Nath, R/o H. No. 10,
Sector-11-A, Chandigarh-160017.

...Applicant

Versus

The Zonal Manager, Punjab & Sind Bank, Zonal Office, Sector-17-B, Chandigarh.

...Respondent

APPEARANCES :

For the Workman : Shri M. P. S. Mann.
For the Management : Shri J. S. Sathi.

AWARD

Passed on: 17-9-2010

Government of India *vide* notification No. L-12012/197/2002-IR(B-II), dated 31-03-2003 by exercising its powers under Section 10 of the Industrial Disputes Act (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Tulsi Prasad S/o Shri Baij Nath, Ex-peon (Daily Wage Basis) w.e.f. 4-02-2002 without any notice and without any payment of retrenchment compensation in violation of statutory provisions of Section 25-F, 25-G and 25-H of the ID Act, 1947 is just and legal? If not, what relief the concerned workman is entitled to and from which date?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nut shell is that he was appointed as temporary peon in the year 1983-84 at Sector-11, Chandigarh branch. He worked there intermittently with certain breaks up to September, 1998. Thereafter, he had continuously worked from 1st September, 1998 to June, 1999. Thereafter, the workman further worked in Sector-41 branch of the bank from February, 2000 to 4th February, 2002 continuously without any break. He has completed 240 days of work in the preceding year from the date of his termination. His services were terminated without notice or one month wages in lieu of notice and without payment of retrenchment compensation. In spite of vacancies, the services of the workman were terminated without any reason. Since the termination of his service he has not been and is gainfully employed. His services were terminated without following the procedure established by law on the letters issued by the management. Fresh hands were recruited after the termination of his service. On the basis of the above the workman has requested for an order of this Tribunal for setting aside the termination order and for consequential order regarding the reinstatement of his services along with other benefits.

Management opposed the claim by filing written statement. On perusal of the written statement it is evidently clear that management has not denied the length of service and the nature of services rendered by the workman to the management. The management has only contended that he was appointed on temporary basis as daily waged worker

having no right to post. The right to regularization of his services has also been challenged by the management. He was appointed without following the procedure for appointment. It was furthermore contended by the bank that bank has initiated and launched VRS policy and number of employees have taken the benefit of the policy. Under such scenario, it will be against the principle of law to allow the petition for reinstatement of the workman into the services.

Both of the parties were afforded the opportunity for adducing evidence. Documentary evidence was filed by the parties. Statement of workman Shri Tulsi Parshad was recorded whereas, on behalf of the management statement of one Shri Tarlochan Singh, Senior Manager, Punjab & Sind Bank was recorded on oath.

I have heard the parties at length and perused the entire materials on record. The workman has prayed for setting aside the order of termination being against the provisions of the Act and for his reinstatement on two grounds. The first ground is that his termination is without following the provisions of law, meaning thereby, without issuing a notice or payment of one month wages in lieu of notice and without payment of retrenchment compensation and second ground is that the fresh hands were recruited/engaged after the termination of his services.

So far as second ground is concerned it is pleaded by the workman in garlanding words without any proof. The workman has failed to provide the particulars of persons who were engaged after the termination of his services.

So far as the first ground for his illegal termination is concerned it is admitted by the management that the workman has completed 240 days of work in the preceding year from the date of his termination. The workman has specifically pleaded about the tenure and the nature of the work in his statement of claim which is not specifically denied by the management. It is further contended by the management that workman was a casual worker and a daily waged worker have no right to post. The management has also tried to interlink the protection of right to work with regularization of the services. These two issues namely protection from illegal termination and regularization of his services are quite different and sometimes have no nexus with each other. The Industrial Disputes Act also protects the services of a casual worker and a temporary workman. When a temporary workman or a casual worker is appointed and has served the management for a substantial period of time, it is immaterial how he was initially appointed. The definition of the workman and retrenchment given in the Industrial Disputes Act makes it absolutely clear that every workman whatever may be his nature of appointment comes within the parameters of the Industrial Disputes Act. Every such appointment has got the protection of umbrella of law. The Industrial Disputes Act does not bar the termination of a casual worker or temporary employee but

it regulates it. The services of a temporary employee or a casual daily waged worker are regulated in the sense that if the services are no more required to the management, the management is at liberty to terminate the services strictly as per the provisions of the law. The law provided that if the services are no more required the management has to give a month notice, or pay one month wages in lieu of notice along with lawful terminal dues. Neither notice was given nor one month wages were paid to the workman and no retrenchment compensation as per provisions of law paid which makes the termination of the workman void and illegal being against the provisions of the Act.

No doubt, the management has not denied the length of the services of the workman as pleaded but the workman has also proved by filing documentary evidence. Documents W2 to W26 makes it clear that workman has completed 240 days of work in the preceding year from the date of his termination. Thus, the termination of the workman from the services was void and illegal.

Whencever, the termination of any workman is declared to be illegal and void, there are two possible remedies available to the workman. The first remedy is reinstatement of the workman into the services on the same position he was initially appointed and working with the bank. The second alternative remedy is a reasonable compensation. It is the settled law of service jurisprudence that priority should be given for reinstatement of the workman into the service. On going through entire materials on record, it is clear that work is available with the bank. Accordingly reinstatement of the workman into the services will be the appropriate remedy. The management is directed to reinstate the workman within one month from the date of publication of award. Accordingly, the reference is answered. Let Central Government be approached for publication of award and thereafter file be consigned to record room.

G.K. SHARMA, Pleading Officer

राहे दिल्ली, 30 सितम्बर 2010

का.आ. 2647.—ऑटोमोटिव विवाद अधिकारम्, 1947 (1947 का 14) की धारा 17 के अनुसार में, कंस्ट्यूशनल पार्ट 1 एवं संभवतः के प्रबंधदातार के संबंध नियोजकमणि और उनके उपचारी के बीच, अनुबंध में निर्दिष्ट ऑटोमोटिव विवाद में कंस्ट्यूशनल ऑटोमोटिव अधिकारण/श्रम आयोगम्-1 चांडीगढ़ में प्राप्त ग्रन्ति मंदिर 68/2009) को प्रकाशित करती है, जो कंस्ट्यूशनल पार्ट 1 का 17 (2010 को प्राप्त हुआ था।

[मंगल 12012 93 09 (के लिए देखें)]

प्रमाणित द्वारा: डॉ. अमर कुमार

New Delhi, the 30th September 2010

S.O. 2647.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2009).

of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was receivd by the Central Government on 29-9-2010

[No. L-12012/93/09-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANDENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 1,
CHANDIGARH**

Case I.D. No. 68/2009

Shri Vinod Kumar S/o Shri Puna Ram C/o Shri R.P.Rana, H. No. 398, Sector-45-A, Chandigarh

...Applicant

Versus

The Zonal Manager, Punjab & Sind Bank, Zonal Office, Bhangu Road Bhatinda (Punjab)-151001.

...Respondent

APPEARANCES

For the Workman : Shri R.P. Rana
For the Management : Shri J.S. Sathi

AWARD

Passed on: 17-9-2010

Government of India vide notification no. L-12012/93/2009-IR(B-II), dated 15-02-2010 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Punjab & Sind Bank in employing Shri Vinod Kumar & 4 others (Gurbhej Singh, Darshan Singh, Manjit Singh, Kuldeep Singh) since last 8 to 18 years as peon as daily wages without any statutory and non-statutory benefits is legal and justified. What relief are they entitled to and from which dates?”

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The case of the workmen in nut shell is that they joined the bank in different years. Shri Manjeet Singh joined the bank in the year 1992. Shri Vinod Kumar and Kuldeep joined the bank in the year 1998, whereas, Gurbhej Singh and Darshan Singh joined the bank in the year 1999. They are still working as daily waged temporary peon. Their names were sent to the office for regularization of services vide notification no. W2. Their servies were not regularized, whereas, they have worked with the bank for 10 to 20 years as temporary employee. With the above contention every workman has prayed for an order of this Tribunal directing the management of the bank to consider the claims of

every workman for regularization of their services along with consequential benefits.

The management appeared and opposed the claim of the workman by filing written statement. It is contended the by bank that the entry of every workman was a back door entry and they cannot have any right to claim for regularization of their services. They have not worked continuously but have rendered their services interminently.

Both of the parties were afforded the opportunity for adducing evidence. On behalf of all the five workmen Shri Vinod Kumar adduce the evidence for himself and for others, whereas, on behalf of the management of Punjab & Sind Bank the statement of Shri Kanwarjeet Singh was recorded.

I have heard the parties at length and perused the entire materials on record. So far as the circular order of the bank W 2 is concerned, it is applicable to all the workmen. The opening three lines of the circular letter are as follows:

“Please furnish us the following information in respect of temporary peon/casual/daily waged workers/ labours etc. who were engaged at the branch during the period on 01-01-1982 to 31-12-1989”.

It means that this circular letter is applicable in case of temporary peon/casual/daily waged worker working in the bank during the period w.e.f. 01-01-1982 to 31-12-1989. In general, this circular letter is also applicable to all the temporary peon/casual/daily waged worker/labourers who were appointed subsequently and are working with the bank. All the workmen have been appointed between the year 1992—99. The workman who is appointed in the year 1992 has completed 18 years of service as temporary peon whereas, rest of the workmen has also completed more than 10 years of services with the bank as temporary peon. The informations were to be rendered as per the circular letter. The circular letter contains nine informations. Last one is regarding the completion of 240 days in a block of 12 consecutive months. It is admitted by the witness of the management that informations regarding all the five workmen were send to the head office by the branch office vide circular letter W2. It has been mentioned by the witness of the bank that this circular letter was regarding the members of the scheduled castes and scheduled tribes. It is nowhere mentioned in the circular letter that it only applies to the members of scheduled castes and scheduled tribes. It is the development of the Manager concern in the oral evidence adduced before the Tribunal on oath. In column No. 5 information was sought regarding the category of the candidate. I am reproduced the column no. 5 as follows :—

“(5) Category: whether General/SC/ST/OBC/PH.”

Thus, the plain language of the circular letter speaks that the circular letter applies to the all category of peons/casual workers/labours/who were engaged in the branch at any point of time but have completed 240 days of work.

The antecedents and informations regarding all the five workman were send to the head office for considering their claim for regularization of their services shows that every workman has completed 240 days of work in the preceding year from the date of notification. All the workman are still working in the bank and no order was passed by the management regarding circular order W2. It was the violation of the beneficiary scheme launched by the management of the bank for regularization of the services of every workman vide letter W2.

It is true that this Tribunal generally should not direct the management for regularization of their services unless it is not the case of the glaring injustice by violating any rules or regularization. As mentioned above circular letter W2 has been violated by the management Accordingly, the management is directed to consider the claim for the regularization of the services of each workman as per the information given and antecedents provided to the management vide letter W2. The management is further directed to consider the case of the workman from the day back when the benefit was given to the other persons vide letter W2. Accordingly, the reference is answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G.K. SHARMA, Presiding Office

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कम्पनियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम व्यायालय, हैदराबाद के पंचाट (संदर्भ संलग्न 99/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं.एल-39025/1/10-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC ID- No.99/2005) of the Central Government Industrial Tribunal/ Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 29-9-2010

[No. L-39025/1/10-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:- Shri Ved Prakash Gaur, Presiding Officer

Dated the 18th day of August, 2010

Industrial Dispute L. C. No. 99/2005

BETWEEN:

P. Mogili (Deceased)

1. Smt. P. Devika, W/o Late P. Mogili,
 2. Ms. P. Mamatha, D/o Late Mogili,
 3. Ms. P. Manjula, D/o Late P. Mogili,
 4. Ms. P. Deepthi, D/o Late P. Mogili,
 5. Ms. P. Suman, D/o Late P. Mogili,
R/o 5-9-24, Lakshar Bazar,
Hanumakonda, Warangal district
- ...Petitioner

AND

1. The Deputy General Manager,
Syndicate Bank,
Pioneer House, Somajiguda,
Hyderabad- 82.
2. The General Manager (Personal)
Syndicate Bank,
Post Box No. 1, Mampal-574111 Respondent

APPEARANCES:

For the Petitioner : M/s. K. Ananth Rao, T.
Chakravarthy, B. Sitaram
Sunder Rao, Advocates

For the Respondent : Sri Alluri Krishnam Raju,
Advocate

AWARD

This petition was filed by P. Mogili (Since deceased) under Sec. 2. A (2) of the I.D.Act, 1947 in light of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others challenging the order of compulsory retirement dated 27-6-2002 and the appeal rejection order dated 16-11-2000 as illegal and arbitrary and consequently set aside the same and to reinstate the Petitioner into service.

2. Since Petitioner deceased, has been represented by Smt. P. Devika, W/o Late P. Mogili, Daughters i.e. P. Mamatha P. Manjula, P. Deepthi and P. Suman & it has been submitted by the Petitioner that he was appointed as clerk in Respondent bank on 26-9-1973. Thereafter rendered services to the utmost satisfaction of his superiors. During the year 1983-84 while the Petitioner was working at Bollaram branch, Secunderabad he developed kidney problems and was forced to undergo extensive medical tests and medical treatment. In the mean time he was transferred to village Devagiripatnam where he could not avail medical treatment which affected the health of the Petitioner adversely. He applied for leave. However, he was served with the charge sheet alleging therein that he committed misconduct of habitual absence without leave and irregular attendance for 122 days between 28-4-94 to

28-8-99. Disciplinary action was initiated which ultimately resulted in removal from service by way of compulsory retirement. Since Petitioner was suffering from kidney problem and also he met with a scooter accident in which his leg was severely injured. That forced the Petitioner to apply for leave. The domestic enquiry was conducted, Enquiry Officer acted as an agent of the management and proper enquiry was not conducted. The charges were not framed as per clause 19.5 (f) of Bipartite settlement between the management and the union of the bank, the copy of the said settlement was not filed before the Enquiry Officer. Enquiry Officer submitted his report without looking into the terms and settlements, holding that charges are proved and punishing authority ordered for compulsory retirement of the Petitioner. Appeal was preferred by the Petitioner which was dismissed by Appellate Authority *vide* order dated 16-11-2000. Petitioner has put in 27 years of service which was not considered by the management while imposing the punishment of compulsory retirement. The order is illegal, arbitrary and deserves to be quashed.

3. Respondent filed counter statement stating therein that while working as clerk at Bollaram branch, the Petitioner committed gross misconduct of habitual absence without leave and irregular attendance vide clause No. 19.5(f) of Bipartite settlement. He remained absent without prior intimation or sanctioned leave for 122 days between 24-8-98 and 28-2-99 on which he was issued with the charge sheet and show cause notice for his unauthorized absence and was awarded with appropriate punishment. He again resorted to absence. Charge sheet was issued to him. Delinquent employee submitted a letter dated 8-10-99, which was not found to be satisfactory. Hence, departmental enquiry was ordered and intimated to the workman. Workman participated along with defence representative Sri. P. Vijaya Rao, then CEC Member, SBEU. The Enquiry Officer has submitted his report, report was forwarded to the Petitioner for submission of his reply but delinquent employee did not submit any reply to the show cause notice issued to him. The Disciplinary Authority passed order for compulsory retirement of the delinquent employee. The allegation of the Petitioner that the report of the Enquiry Officer is not based on Bipartite settlement or he was not given proper opportunity is without any basis, has no force, claim statement is devoid of merit and deserves to be dismissed.

4. The workman has filed his affidavit and he appeared for cross examination but no cross examination was done. Respondent management has filed copy of charge sheet, proceeding before the Enquiry Officer, report of the Enquiry Officer and letter of Petitioner and letter of management.

5. I have heard the Learned Counsel for the Petitioner and I have gone through the evidence produced by parties before this tribunal.

6. The following points have to be considered in this case:

- (i) Whether the punishment imposed on Petitioner is illegal and arbitrary?
- (ii) If Petitioner is entitled for any relief and if he is entitled then to which relief he is entitled to?

7. Point Nos. (I) & (II): It is not disputed that Petitioner remained absent during the year 1983 -84 . The Petitioner's case is that he remained absent due to kidney trouble and he was under the treatment for the kidney ailment. He has stated that he applied for leave on medical ground and also attached medical certificates from time to time, but, Respondent has not adjusted his leave. He submitted his explanation. He has relied on documents, charge sheet dated 7-9-99, explanation to the charge sheet dated 8-10-99, notice of enquiry dated 20-10-99, enquiry report dated 9-2-2000, show cause notice dated 20-3-2000, personal hearing dated 10-4-2000, compulsory retirement order dated 27-6-2000 , appeal preferred by Mogili dated 27-6-2000, appeal dismissal order dated 16-11-2000, copy of his mercy petition to Chairman dated 18-11-2002, 1-2-2002 and 13-1-2003 which has been marked as Ex. W1 to W12. But no medical certificate has been filed by the Petitioner to prove that he suffered ill-health during the year 1983-84. The contention of the Petitioner is that he was not keeping good health, he applied for leave but no action was taken by the management but Petitioner has not filed any copy of application before this tribunal that may show that he applied for any leave or he produced any medical certificate before the management for leave during the period of his absence as such, documents filed by him marked as Ex. W1 to W12 will be of no help to the Petitioner. If the Petitioner was undergoing treatment he could have filed medical certificate before Enquiry Officer, so that this tribunal can come to an independent conclusion regarding the absence of Petitioner. Since the Petitioner himself has admitted that he remained absent and pleaded that absence was due to his ill-health. It was his duty to prove the ground of his absence and his ill-health before this tribunal. Since Petitioner has not filed any document to prove that he has undergone any treatment during the period of absence, action of the management can not be said to be arbitrary or illegal. Petitioner was clerk, his absence from the duty of the bank would have hampered the working of bank as well as customers of the bank. The bank has not committed any irregularity or illegality in imposing the punishment of compulsory retirement and the Petitioner does not deserve any sympathy from this tribunal. Point Nos. (I) and (II) are answered accordingly.

8. From the above discussion, this tribunal is of the view that Petitioner has not been able to prove that the action of the management is illegal and arbitrary, he does not deserve any sympathy. Petition deserves to be dismissed and it is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 18th day of August, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined of the Petitioner	Witnesses examined for the Respondent
WW1: Smt. P. Devika	Nil

Documents marked for the Petitioner

- Ex. W1: Copy of charge sheet dtd. 7-9-99
- Ex. W2: Copy of explanation to the charge sheet dtd 8-9-99.
- Ex. W3: Copy of notice of enquiry dtd. 20-10-99.
- Ex. W4: Copy of enquiry report dtd. 9-2-2000.
- Ex. W5: Copy of show cause notice dtd. 20-3-2000.
- Ex. W6: Copy of lr. of personal hearing dtd. 10-4-2000.
- Ex. W7: Copy of order of compulsory retirement dtd. 27-6-2000.
- Ex. W8: Copy of appeal preferred by Mogili dtd. 27-6-2000.
- Ex. W9: Copy of lr. reg. dismissal of appeal Ex. W8 dtd. 16-11-2000.
- Ex. W10: Copy of mercy petition to the chairman dtd. 18-11-2002.
- Ex. W11: Copy of mercy petition to the chairman dtd. 1-2-2002.
- Ex. W12: Copy of mercy petition to the chairman dtd. 13-1-2002.

Documents marked for the Respondent

NIL

नई दिल्ली, 30 सितम्बर, 2010

का.आ. 2649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 182/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-9-2010 को प्राप्त हुआ था।

[सं.एल-12012/3/2000-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 30th September, 2010

S.O. 2649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award

(Ref. No. 182/2000) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Indian Bank and their workman, which was received by the Central Government on 29-9-2010.

[No. L-12012/3/2000-JR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

PRESENT

Shri H.M.Singh, Presiding Officer

In the matter of an Industrial Dispute under Section (10)(1)(d) of the I.D.Act., 1947

Reference No. 182 of 2000

Parties: Employers in relation to the management of Indian Bank and their workman.

APPEARANCES :

On behalf of the workman :	None
On behalf of the employers :	Sri Abanish Haider, Sr. Manager

State : Jharkhand	Industry : Banking
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Dated, Dhanbad, the 31st September, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/3/2000-JR(B-II), dated the 16th June, 2000.

SCHEDULE

"Whether denial of special allowance in cash department to senior employees i.e. B.D. Singh, Clerk on permanent assignment by the Regional Manager, Indian Bank, Patna for the Branches at Arrah, is as per direction of Sastry Awards & Bi-parite settlement? If so, whether the action of the management of Indian Bank is justified? If not, what relief the workman is entitled to?"

2. In this case neither the concerned workman/union appeared nor filed the Written Statement inspite of the issuance of notice to them. Management, however, made appearance through their authorised representative. The instant reference is of the year 2000 and since then it is pending for disposal. The attitude of the workman side clearly shows that they are not interested to contest the case. Under such circumstances, a 'No dispute' Award is passed presuming non-existence of any industrial dispute between the parties.

H.M. SINGH, Presiding Officer